City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
SEPTEMBER 20, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at https://www.youtube.com/user/cityofsantafe. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Attend Virtually: On Zoom https://santafenm-gov.zoom.us/j/87428599985?pwd=MzVKaEg5Uy9WVWRMaUMwQ2loWFhxUT09
Passcode: 407030
Telephone: 301 715 8592
Webinar ID: 874 2859 9985
Passcode: 407030
Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – August 30, 2021

6. **PRESENTATION**

a. September 2021 Economic Outlook - (Dr. Reilly White, rsgcwhite@gmail.com).

7. **ACTION ITEMS: CONSENT**

a. Request for the Approval of a Professional Services Agreement in the Total Amount of $417,685.00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC.; Andres J. Mercado, ajmercado@santafenm.gov, (505)629-6255.

COMMITTEE REVIEW:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

b. Request Approval of Amendment #1 of the Professional Services Agreement #19-0127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to increase compensation by a sum not to exceed one hundred fifty thousand, seventy-five dollars and three cents ($150,075.03) Excluding New Mexico Gross Receipts Tax. (Regina Wheeler, PW Department Director, 955-6622, rawheeler@santafenm.gov)

1) Request Approval of Budget Amendment Resolution (BAR) in the Amount of $250,000 from Roads Impact Fees to fund completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B – Arroyo De Los Chamisos Crossing Project.

Committee Review:
Finance Committee – 09/20/2021
Public Works & Utilities Committee – 09/27/2021
Governing Body – 09/29/2021

c. Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of

$750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)

1) Request of a BAR (Budget Adjustment Resolution) from the Wastewater Enterprise Fund in the amount of $750,968.20

COMMITTEE REVIEW:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

d. Request for approval of Amendment No. 2 to contract #19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

e. Request for approval of Amendment No. 2 to contract #19-0589 for Esperanza Shelter to increase compensation an additional $43,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $129,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

f. Request for approval of Amendment No. 2 to contract #19-0586 for the Food Depot to increase compensation an additional $57,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $171,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21

Finance Committee: 9/20/21
Governing Body: 9/29/21

g. Request for approval of Amendment No. 2 to contract #19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

h. Request for approval of Amendment No. 2 to contract #19-0590 for Kitchen Angels to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

i. Request for approval of Amendment No. 2 to contract #19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

j. Request for approval of Amendment No. 2 to contract #19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00

(Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

k. Request for approval of Amendment No. 2 to contract #19-0594 for New Mexico Immigrant Law Center to increase compensation an additional $50,000.00 for FY22 Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

l. Request for approval of Amendment No. 2 to contract #19-0585 for Santa Fe Dreamers Project to increase compensation an additional $40,000.00 for FY22 Safety-Net Services for a contract total of $120,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

m. Request for approval of Amendment No. 2 to contract #19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

n. Request for approval of Amendment No. 2 to contract #19-0588 for Literacy Volunteers of Santa Fe to increase compensation an additional $60,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $180,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

o. Request for approval of Amendment No. 2 to contract #19-0582 for YouthWorks to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

p. Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accoutability framework for the grantees of the Human Services Committee and Children and Youth Commission (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

q. Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

r. Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the amount of $636,052.51 inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)
Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

s. Request for Approval of Budget Amendment Resolution (BAR) in the amount of $850,000 to construct CIP #842B Camino Entrada Roundabout (Romella Glorioso-Moss, PW Project Administrator Sr. 955-6632, rsglorioso-moss@santafenm.gov)

COMMITTEE REVIEW:
Finance Committee: 09/20/2021
Public Works & Utilities Committee: 09/27/2021
Governing Body: 09/30/2021

t. CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on

Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

u. CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler)
A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santfenm.gov, 505-955-4710)

Committee Review:
Introduced: 09/08/21
Quality of Life: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body: 09/29/21

v. Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars ($700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the

Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

COMMITTEE REVIEW:
Finance Committee – 9/20/2021
Public Works and Utilities Committee – 9/27/2021
Governing Body – 9/29/2021

w. Request for Approval of Professional Services Agreement with John Shoe Maker and Associates, for Hydrology, Hydrogeology and Water Resources services in the amount of $197,560 exclusive of NMGRT. (William Schneider, Water Resources Manager,whschneider@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

a. Introduction of Legislation

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, October 4, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
AUGUST 30, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Finance Committee meeting will be conducted virtually.

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Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

Meeting called to order 5:02pm.

2. **ROLL CALL**

Members Present:

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt

Members Excused:

Others Attending:

Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee
Alexis Lotero, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Cassutt moved, seconded by Councilor Villarreal, to approve the agenda as amended to postpone item I and item I1 BAR to be pulled for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the agenda as amended to pull items c, e, f, I-1 (BAR) for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee – August 16, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt, to approve the minutes as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. **Request to Publish Notice of Public Hearing on September 29, 2021.** Consideration of Bill No. 2021-20. An Ordinance Amending Section 9-3.6 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Seed Money Contributions on the Required Forms; Amending Section 9-3.7 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualifying Contributions on the Required Forms; and Amending Section 9-3.12 SFCC 1987 to Expressly Recognize that Electronic Signatures are Permitted Under the Uniform Electronic Transactions Act for Qualified Small Contributions. (Councilor Garcia, Councilor Romero-Wirth, and Councilwoman Villarreal) (Marcos Martinez, Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502)

Committee Review:
Introduced: 08/02/21
Quality of Life Committee: 08/18/21
Governing Body (Request to Publish): 08/25/21
Finance Committee: 08/30/21

Governing Body (Public Hearing): 09/29/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

b. **Request to Publish Notice of Public Hearing on September 29, 2021.** Consideration of Bill No. 2021-21. An Ordinance Relating to Closed Captions; Creating a New Section 7.5 SFCC 1987 to Require Places of Public Accommodation to Activate Closed Captioning on Television Receivers. (Councilwoman Renee Villarreal, Councilor Cassutt, and Councilor Garcia) (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Jennifer Faubion, Council Liaison: jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Introduced: 07/14/21
Quality of Life Committee: 08/18/21
Mayor's Committee on Disability: 08/19/21
Governing Body (Request to Publish): 08/25/21
Finance Committee: 08/30/21
Governing Body (Public Hearing): 09/29/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the bill as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

c. Request for Approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility, for Providing Equipment and Services for the Santa Fe Traffic Operations Program (STOP). (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

MOTION: Councilor Cassutt moved, seconded by Councilor Abeyta, to postpone the contract until 9/20/21 FC

VOTE: The motion was tabled on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt

Against: None

Abstain: None

d. Request for Approval of FY22 Supplemental Police Vehicle Purchase Request in the Total Amount of $228.332.55 for the Vehicles, Equipment, and Labor Cost associated with each Vehicle. (Ben Valdez, Deputy Chief of Police bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21

Governing Body Committee: 09/08/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the purchase as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

e. Request for Approval of the Agreement between the City of Santa Fe and Axon Enterprise, Inc., in the Total Amount of $5,481,937.15 for 5 years for providing body worn cameras, in-car cameras, interview room cameras, less lethal taser devices, empathy training devices, and all associated equipment and software to manage the provided devices. In addition to the equipment, digital media evidence management cloud services will be provided. The Equipment and Services are to increase Quality and Reliability of Digital Evidence, Efficiency, Accountability, and Officer and Public Safety (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

1) Request for Approval of Budget Amendment Resolution

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body: 09/08/21

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the contract as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Romero-Wirth, Councilor Cassutt

Against: None

Abstain: Councilor Villarreal

f. Request for Approval to use Cooperative Agreement #042016-WEX, (Sourcewell, formerly National Joint Powers Alliance (NJPA) with WEX Bank for the Purchase of Fuel for the Police Department Fleet, in the Total Estimated Amount of $2,100,000.00. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Finance Committee: 08/30/21
Quality of Life Committee: 09/01/21
Governing Body Committee: 09/08/21

MOTION: Councilor Abeyta moved, seconded by Councilor Romero-Wirth, to approve the contract as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt

Against: None

Abstain: None

g. Request Approval for Award of Bid Number '21/43/B for the FY 2022 Priority Line Replacement Price Agreement, CIP # 3058 to Sub Surface Contracting, Inc. and A.A.C Construction, LLC. (Bill Huey, Water Division Engineer, bchuey@santafenm.gov, 955-4273)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $3,500,000.

Committee Review:
Finance Committee: 8/30/2021
PU/PWC: 9/7/2021

Governing Body: 9/8/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

h. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) Federal and State Sub-Award Contract in the Total Amount of $866,912.20 for the Title III Federal and State Sub-Award Contract, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710.

Committee Review:
Finance Committee: 08/30/2021
Quality of Life: 09/01/2021
Governing Body: 09/08/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

i. Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $109,484 for the Nutrition Services Incentive Program (NSIP), term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA); (Gino Rinaldi, Senior Services Division Director, earinaldi@santafenm.gov, 505-955-4710)

COMMITTEE REVIEW*:*
Finance Committee: 08/30/2021
Quality of Life Committee: 09/01/2021
Governing Body: 09/08/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

j. Request for Approval to Award ITB #21/38/B to Low Bidder EMCO of Santa Fe, LLC, for Runway 2 Runway Safety Area (RSA) Grading, in a Total Amount of $396,886.41, Inclusive of New Mexico Gross Receipts Tax. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 505-955-2901)

Committee Review:
Finance Committee – 08/30/21
PW/U Committee – 09/07/21
Council – 09/08/21

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the contract as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

k. Review and Recommend Approval of Consolidated Annual Performance Evaluation Review (CAPER) on uses of CDBG Funds for the 2020 - 2021 Program Year, as Required by HUD (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868).

Committee Review:

Finance Committee: 8/30/2021
Community Development Commission: 9/01/2021
Quality of Life Committee: 9/01/2021
Public Works Committee: 9/07/2021
City Council Public Hearing: 9/08/2021

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the action plan as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt

Against: None

Abstain: None

l. Request for the Approval of the Agreement with Jayne's Corporation for the Construction of the South Side Teen Center in the Total Amount of $9,267,014.53 including New Mexico gross receipts tax Sam Burnett, Facilities Division Director, jsburnett@santafenm.gov, 505-795-2491

1) Request for Approval of BAR Amendment to Allocate $4,000,000 for use of General Fund GRT revenues earned in the prior year (FY21) above budgeted revenue to fund the Southside Teen Center project.

Committee Review:
Finance Committee: 8/30/2021
Public Works and Utilities Committee: 9/7/2021
Governing Body: 9/8/2021

The Approval of the Agreement is postponed until the 9/27 PWC and Governing Body as discussion item. The second part for approval, item L-1 the BAR is pulled for discussion.

MOTION: Councilor Abeyta moved, seconded by Councilor Villarreal, to postpone the contract until the September, 27th PWC and from there to Governing Body. Approve the BAR as presented on discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Cassutt

Against: None

Abstain: None

7. **PRESENTATION**

a. June 2021 GRT Update – Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955.6171.

Mary McCoy presented the June 2021 GRT Update.

b. The State of Children in NM and Santa Fe County and the Benefits of Early Care and Education, Voices with Children; (Jacob Vigil, MSW, Research and Policy Analyst, jvigil@nmvoices.org)

Jacob Vigil, presented the State of Children in NM and Santa Fe County as well as the Benefits of Early Care and Education, Voices with Children.

8. **MATTERS FROM STAFF**

Finance Director, Mary McCoy discussed ARPA funds.

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, September 20, 2021**

12. **ADJOURN**

Meeting adjourned 8:26 p.m.

_____ _____

Liaison Chair

City of Santa Fe
Economic Outlook

September 20, 2021

Dr. Reilly S. White

Reilly S. White, PhD
Principal, Erebor LLC

- Tenured Associate Professor of Finance & Assistant Dean of Teaching and Learning, UNM Anderson
  - Director, $4.8 Million Student-Run Portfolio
  - Daniels Fund Ethics Fellow
- 15 Years of Experience in Economic Analysis, Banking, Budgeting, and Academic Research

Areas of Expertise

- Budget Forecasting and Modeling
- Portfolio Analysis
- Scenario Analysis and Forecasting
- Cryptocurrencies and Financial Technology
- Financial Literacy

Range of Experience

- 17 Peer-Reviewed Publications over the last several years, including work in the *Journal of Banking and Finance*, *Physica A*, and *Technological Forecasting and Social Change*
- Developed early-stage model for COVID impacts on unemployment in poverty; modeled portfolio risk scenarios for wealth managers; co-wrote (with students) a free financial literacy manual.
- Frequent guest speaker and panelist at International Conferences and Events

National Economic Outlook

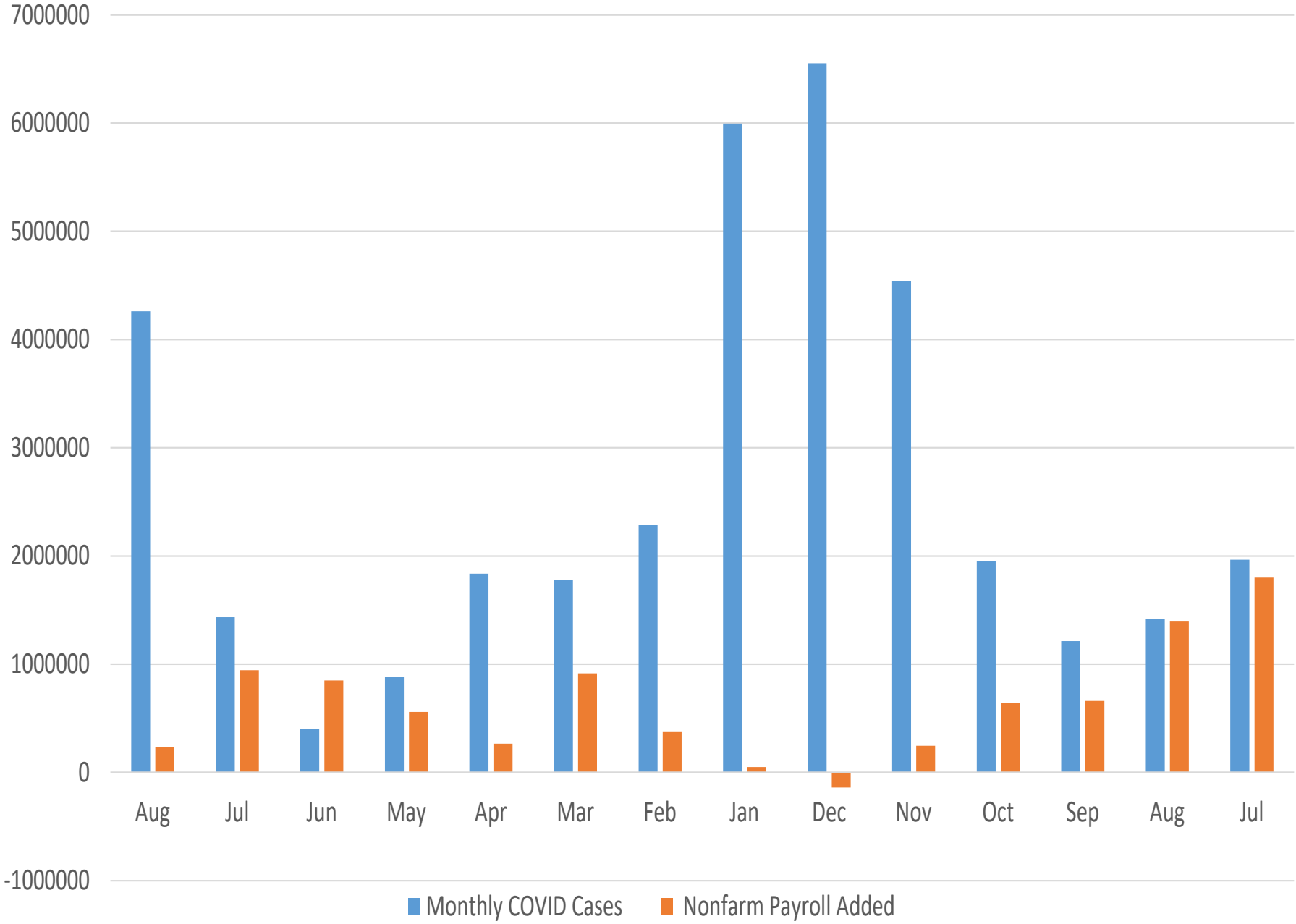
Slowing Growth

- Easing economic growth. Broad improvements have been offset by decreases in inventories, gov't spending, and labor shortages.
- Labor market: robust wage growth and record 10.9 million job openings
- Inflation remains elevated but declining; the dollar is declining in value

Federal Reserve

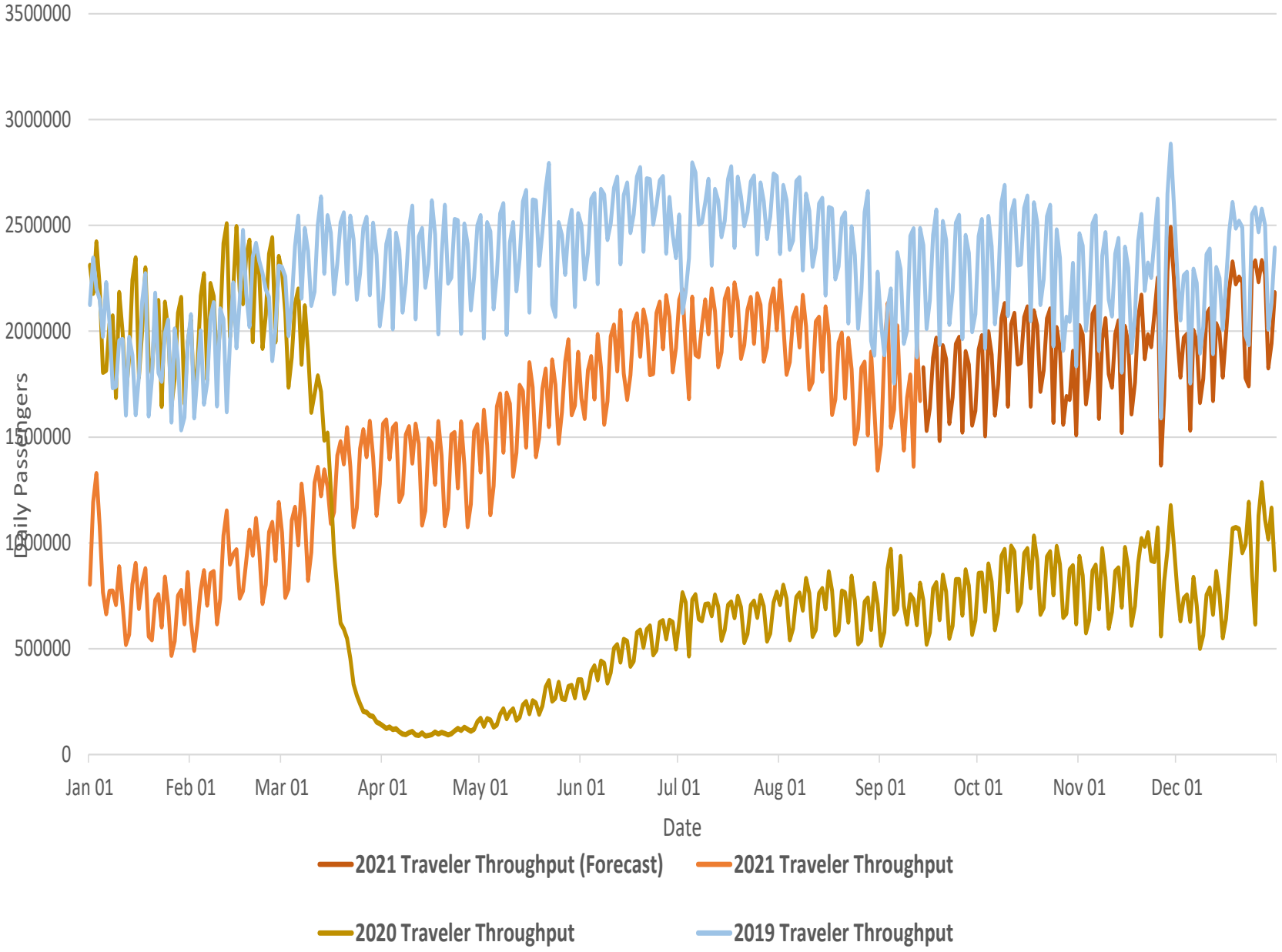
- Federal Reserve 'tapering' of bond and mortgage-backed security buying may start this year
- Increases in the discount rate are likely to be further off

COVID and Employment



Daily TSA Checkpoint Travel Numbers

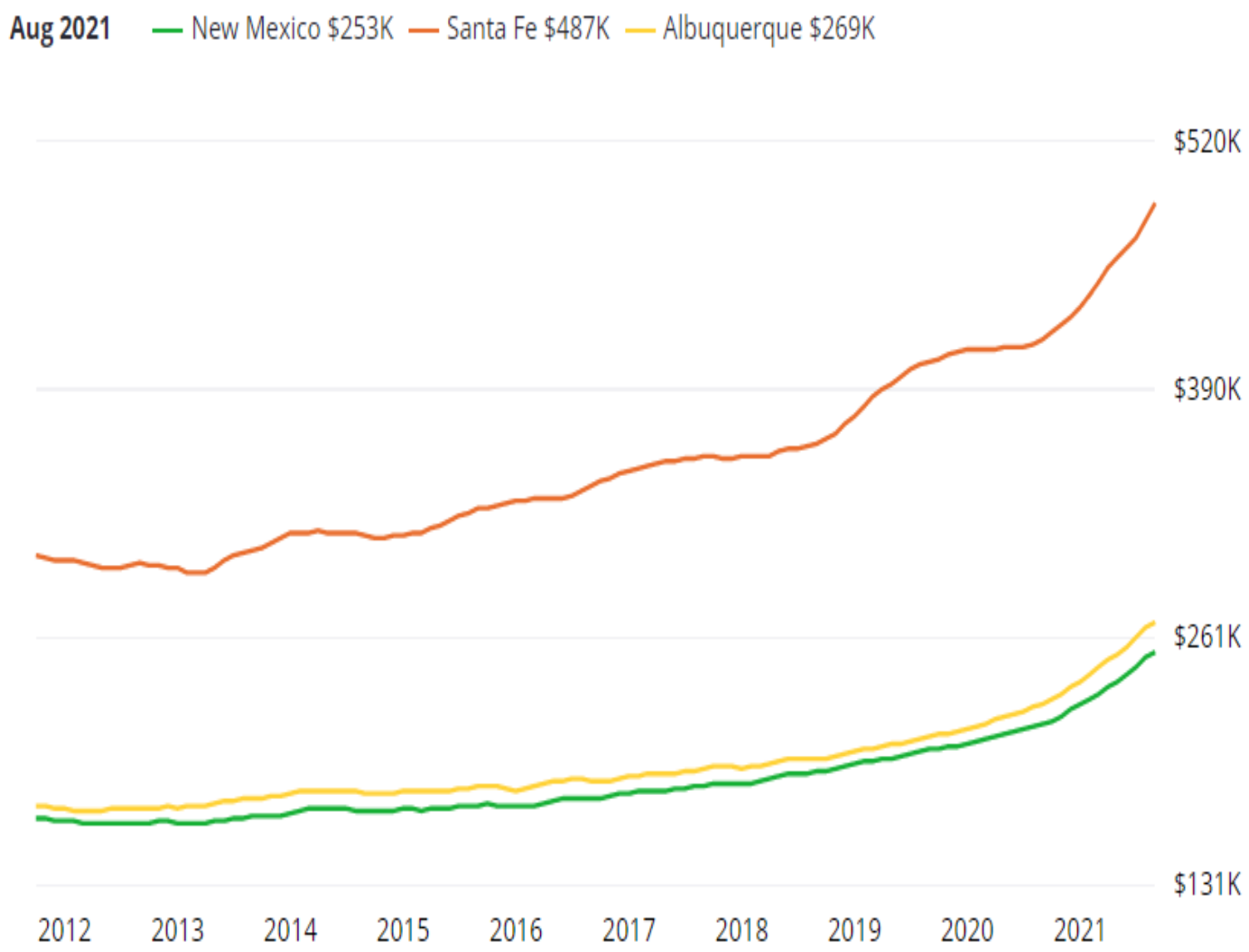
2019-2021 (Forecasted)



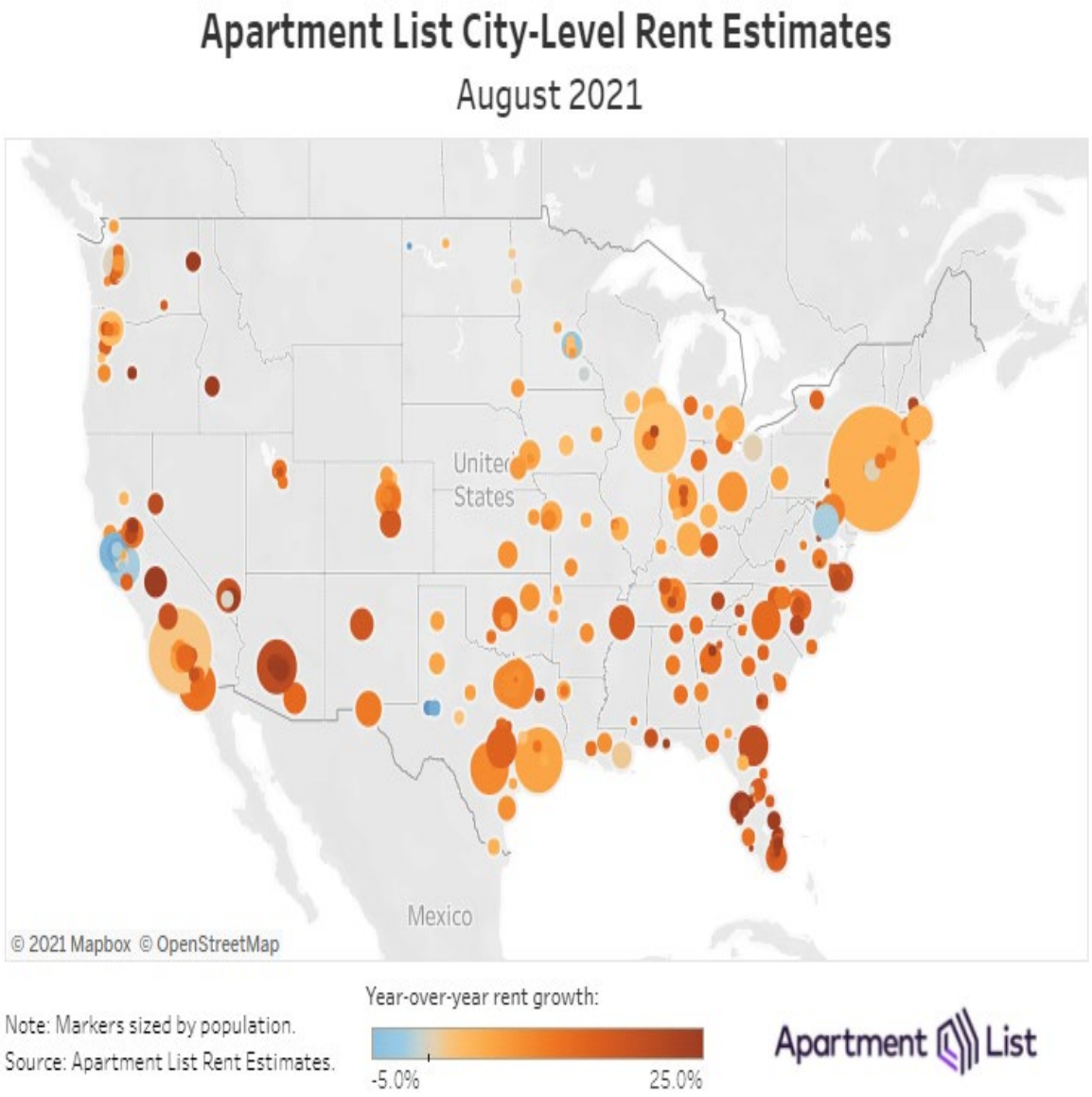
New Mexico Economic Overview
Summary

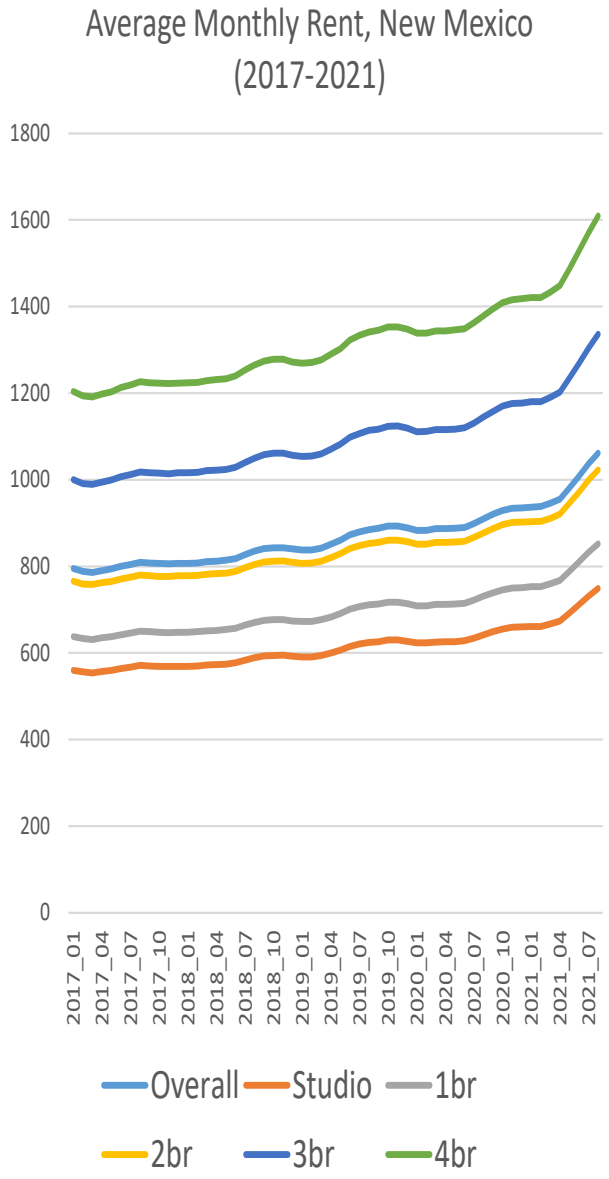
- Slow and Steady Growth
  - New Mexico is tied for the 2nd highest unemployment rate in the nation (7.6%).
  - Nonfarm employment grew from 784k to 809k from February – July
    - Leisure & Hospitality, Government led job growth
  - Real estate prices, rents growing more slowly after year of historic increases
  - Oil prices above $70/barrel leading to improved NM production; rig counts.
    - Improved NM State Revenue forecast through FY 2022

Regional Real Estate Prices (Zillow)



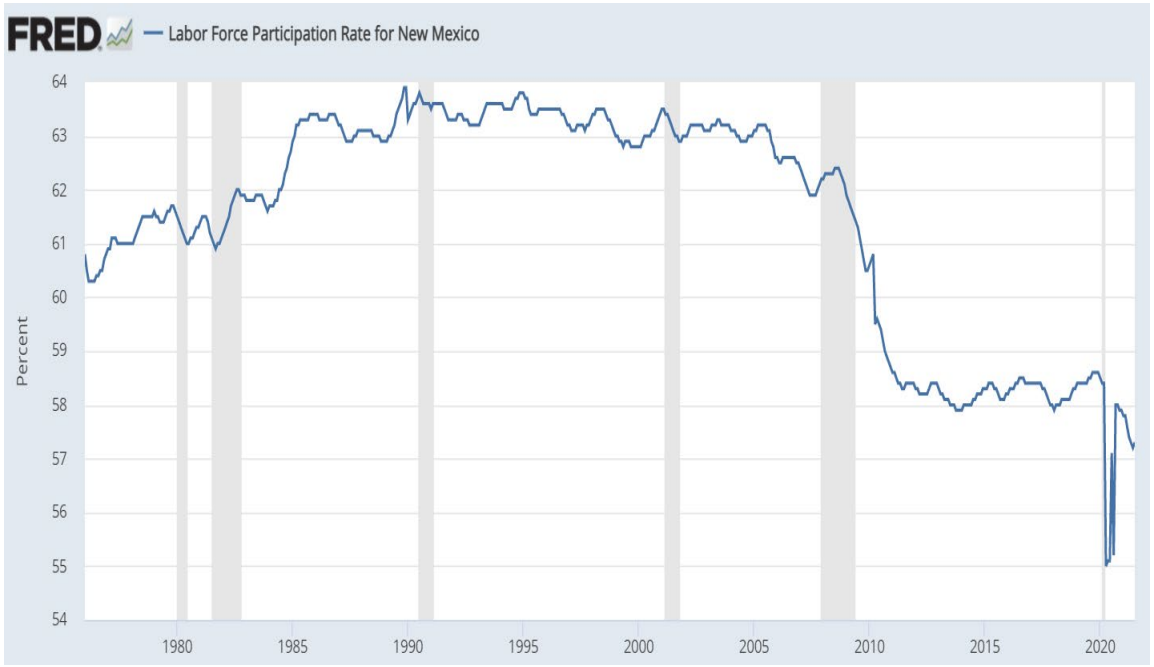
Monthly Rent Increases, New Mexico

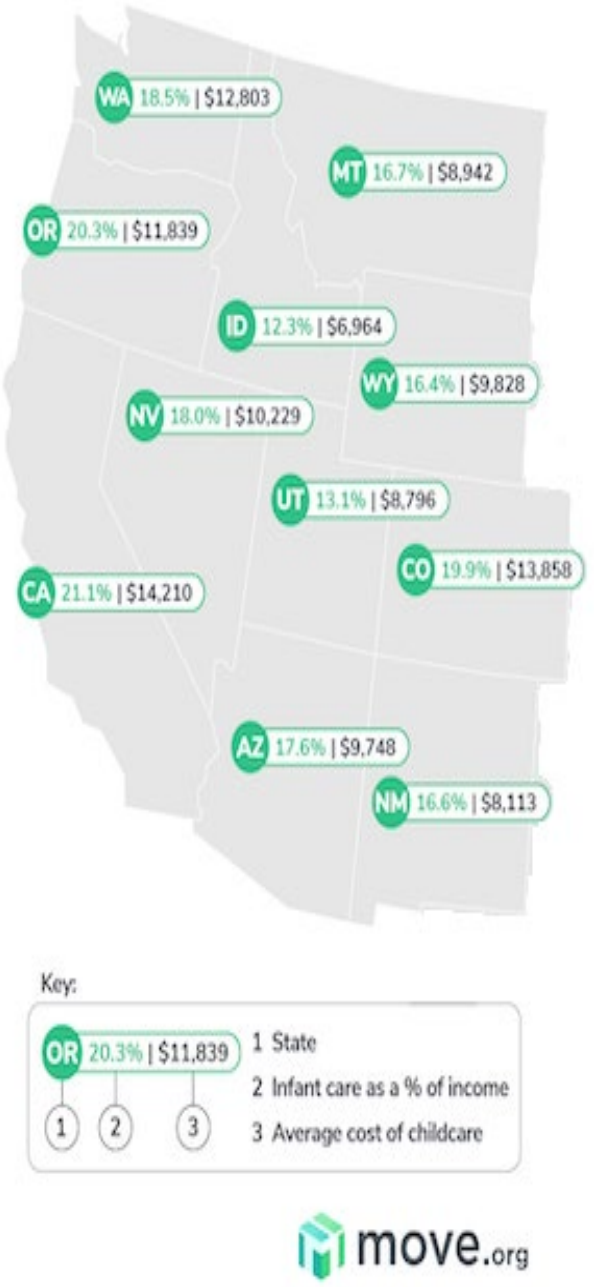




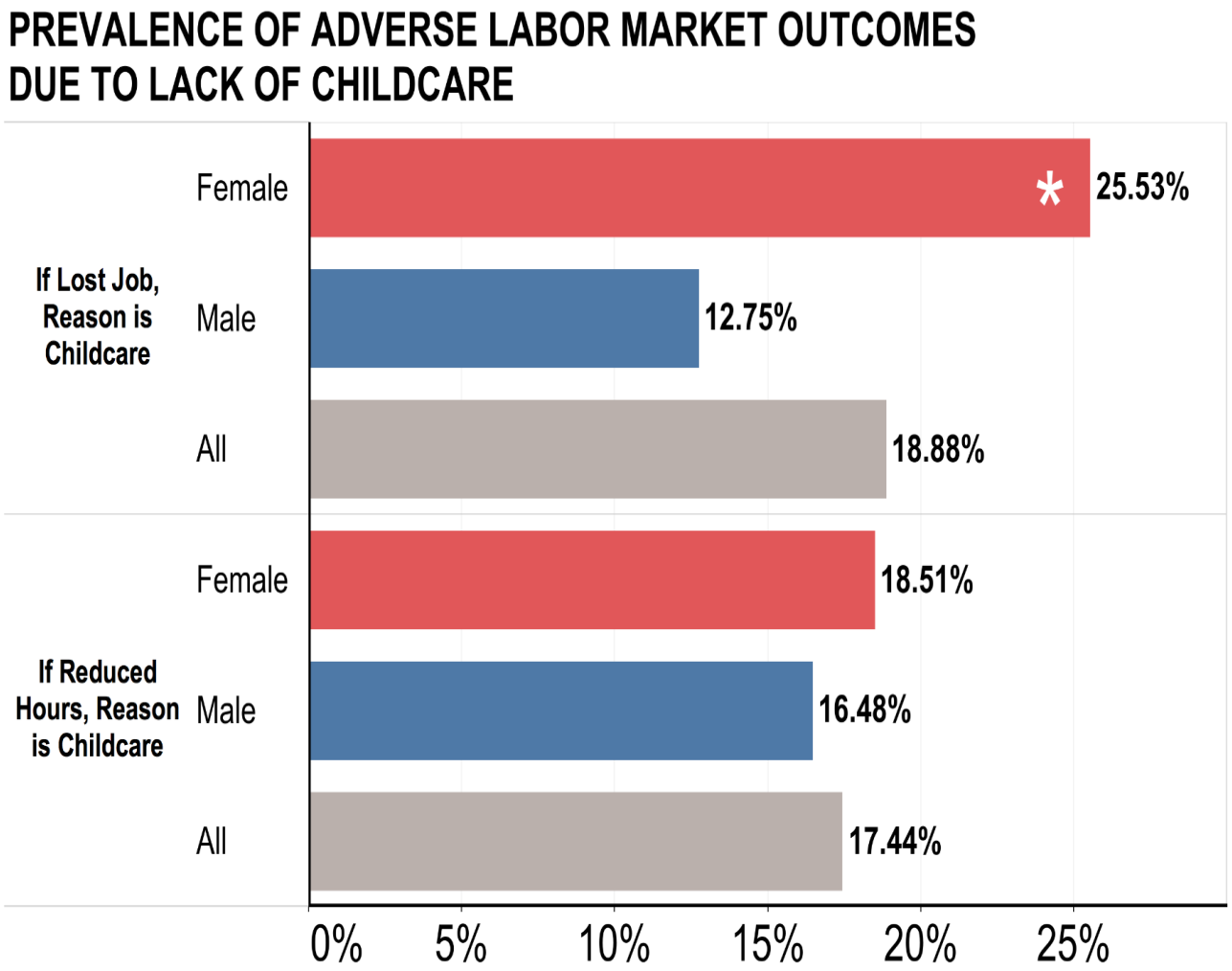
Childcare and Economic Recovery

- Already high childcare costs were exacerbated by pandemic labor shortages
- Care needs have contributed to reduced labor force participation rates (57.3% in New Mexico, 61.7% in the US)
  - Nationally, 44% of parents leaving the workforce during the pandemic did so due to the cost of childcare; 62% said the pandemic made it more difficult to afford childcare.
  - Seven permanent closures of early childcare facilities occurred during the pandemic in Santa Fe; four remain temporarily closed





Childcare and Economic Recovery

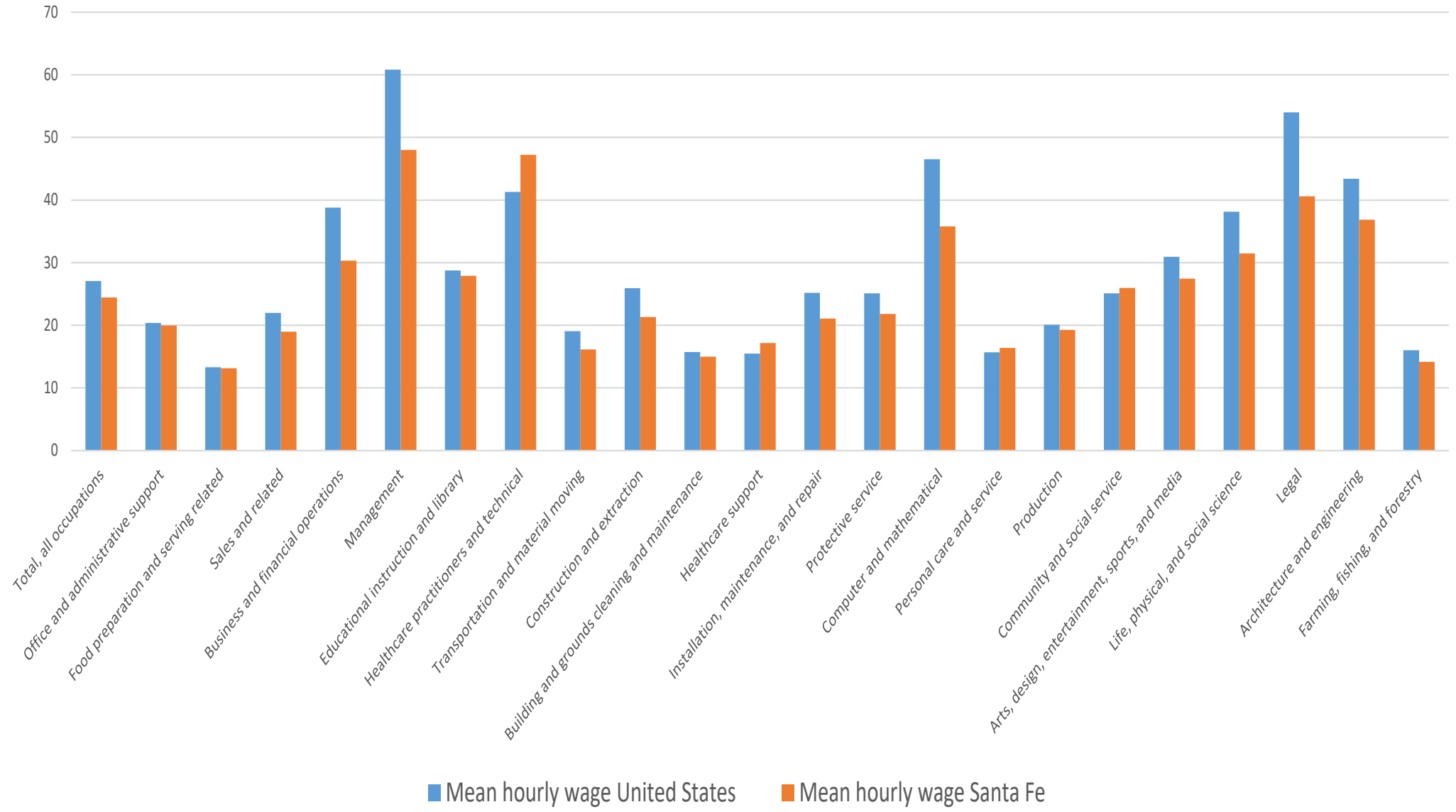


Santa Fe Economic Overview
Summary

- Uneven Economic Growth Continues
  - Record growth in Real estate and Rents are likely to slow through FY 2022; construction demand will likely continue to be robust.
  - Slow improvement to tight labor market conditions are expected as wage growth improves
  - Unemployment has slowly fallen to 7.0%; 3,000 fewer workers are employed in Leisure & Hospitality sector than pre-pandemic; 2,000 fewer workers in government.

Santa Fe Unemployment

Santa Fe Hourly Wages by Industry, 2020



Wages Increases in the Headlines

La Fonda on the Plaza offered $300 hiring bonuses from May to July, plus $500 “appreciation bonuses” for existing hourly staff, according to Chairwoman Jenny Kimball.

Banowsky at Violet Crown says he had a hard time hiring when the theater first opened back up in early May, so he raised the minimum wage from $12.50 to $15 an hour plus tips to fill a small staffing gap.

New Mexico group hosts meeting on increasing wages for child care workers

https://www.santafenewmexican.com/news/local_news/presbyterian-healthcare-to-raise-minimum-wage-to-15-per-hour-19-in-santa-fe/article_f8a7f5ac-09c0-11ec-8c66-a7e192717821.html
https://www.sfreporter.com/news/2021/09/01/tightrope-economy/
https://www.santafenewmexican.com/news/education/new-mexico-group-hosts-meeting-on-increasing-wages-for-child-care-workers/article_c8ed47e8-0b39-11ec-b571-0b3536274f2c.html

Santa Fe Economic Overview
Revenue Outlook

- Expect slower growth in FY 2022.
  - In the absence of additional stimulus money, growth in GRT and Lodgers' Tax revenues are expected to slow considerably.
  - Current and future COVID-variants have a profound affect on travel, job growth prospects for Santa Fe
  - Federal Reserve tapering of security purchases is likely to slow property value growth; additional apartment inventory will likely slow increases in rents.
  - Inflationary pressure is still expected to be short-term, but short-term inflationary risks are expected to continue. Global supply chain issues will continue to affect residents, companies through next year.

City of Santa Fe, New Mexico
Memorandum

DATE: **August 18, 2021**

TO: **Governing Body**
Finance Committee
Quality of Life Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Department Chief P.B

FROM: **Andres J. Mercado, Battalion Chief MIH** AJM

ITEM AND ISSUE:
Request for the Approval of a Professional Services Agreement in the Total Amount of $ 417,685,00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC; Andres J. Mercado, ajmercado@santafenm.gov 505-629-6255.

BACKGROUND AND SUMMARY:

The Santa Fe Fire Department's MIHO group runs several programs aimed at helping community members struggling with mental health and/or substance use issues. The BH Director provides clinical direction, performs quality management duties, conducts assessments in the field, helps come up with and monitor care plans, attends meetings, and works on various administrative duties as assigned.

PROCUREMENT METHOD:
This vendor was selected through the RFP process.

CONTRACT NUMBER:
The FY21 Munis contract number is 3202917.

FUNDING SOURCE:

General Fund monies will fund the BH Director position. The funding source is:

Munis Org Name/Number: Professional Contracts/1002001.510300

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval. Thank you.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Therapeutic Solutions Consulting, LLC

Procurement Title: Behavioral Health Director

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Health and Safety/Fire Staff Name Andres J. Mercado

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☐	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☒	☐	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☐	☒	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: Business Associate Agreement

Andres J. Mercado — Battalion Chief-MIH — 8/10/21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway

Fran Dunaway (Aug 23, 2021 14:07 MDT)

Chief Procurement Officer — Aug 23, 2021

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202917**

Contractor: **Therapeutic Solutions Consulting, LLC**

Description: **Provide Behavioral Health Direction services as outlined in professional services agreement.**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **9/1/21** Term End Date: **6/30/25**

[ ] Approved by Council Date: _____

Contract / Lease: **BH Director contract**

Amendment # **n/a** to the Original Contract / Lease # **n/a**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[ ] Approved by Council Date: **n/a**

Amendment is for: **n/a**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
First year of four-year contract from RFP 22.03.P
Therapeutic Solutions Consulting LLC provided similar services under Munis contract #s 3200611and 3201291 from RFP 18.18.P.

3. **Procurement History:** **RFP 22.03.P**

Fran Delaway (Aug 23, 2021 14:07 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award of RFP 22/03/P - year one of a four year agreement.

4. **Funding Source:** **General Fund** **Org / Object:** **1002001.510300**

Andy Hopkins (Aug 23, 2021 13:56 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Andres J. Mercado** Phone # **505-629-6255**

Email: **ajmercado@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

The City of Santa Fe
AND
Fire Department

REQUEST FOR PROPOSALS (RFP)

<Behavioral Health Director>

RFP#
22/03/P

RFP Release Date: June 17, 2021

Proposal Due Date: July 13, 2021
ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of clinical oversight and support for behavioral health services for the City of Santa Fe Fire Department ("SFFD").

B. BACKGROUND INFORMATION

SFFD is a provider of single-tier Emergency Medical Services ("EMS"). Many of SFFD's calls for service include a mental health or substance use component (collectively referred to as "behavioral health" or "BH"). SFFD also provides preventative and proactive mobile integrated health services. The BH Director works under the direction of the Mobile Integrated Health ("MIH") Officer and in collaboration with SFFD's Medical Director and Medical Officer ("MO") to enhance the quality of BH care SFFD delivers.

C. SCOPE OF PROCUREMENT

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

Brief summary of scope of work:

- Work collaboratively with SFFD staff and contractors on a variety of MIH services;
- Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office;
- Work at SFFD locations, remotely and in the field;
- Create and review records;
- Attend meetings; and
- Other duties as outlined in full scope of work.

Requirement: The selected contractor will be required to enter into a professional services agreement and Business Associate Agreement with the City of Santa Fe, to obtain and maintain a City business license and to carry liability, malpractice and other applicable insurance as specified by the City.

D. PROCUREMENT MANAGER

SFFD has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Andres Mercado, Procurement Manager
Telephone: (505) 629-6255
Email: ajmercado@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this

procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Mobile Integrated Health**" means an approach to emergency medical services which is integrated into the public safety, public health, healthcare and social service systems and is provided from the mobile platform of an emergency medical services agency.

23. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

24. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).

25. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

26. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

27. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

28. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

29. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

30. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

31. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

32. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

33. "**State (the State)**" means the State of New Mexico.

34. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

35. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

36. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for

charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:
SFFD Website: https://www.santafenm.gov/fire_department
SFFD MIH Website: https://www.santafenm.gov/mobile_integrated_health

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	June 17, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	June 25, 2021
3. Pre-Proposal Conference	Requesting Department	June 25, 2021
4. Deadline to submit Written Questions	Potential Offerors	June 27, 2021
5. Response to Written Questions	Procurement Manager	June 29, 2021
6. Submission of Proposal	***Potential Offerors***	***July 13, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 14 to July 21, 2021
8.* Selection of Finalists	Evaluation Committee	July 22, 2021
9.* Best and Final Offers	Finalist Offerors	July 26, 2021
10.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	July 27 to August 2, 2021
11.* Contract Awards	Requesting Department/ Finalist Offerors	August 4, 2021
12.* Protest Deadline	Central Purchasing Office	August 19, 2021

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Fire Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 10:00am MST/MDT via Zoom.

Join Zoom Meeting: https://santafenm-gov.zoom.us/j/91043869199?pwd=OERMcEYwNlVidWhUUHpMV2hOdUhvZz09
Meeting ID: 910 4386 9199
Passcode: 549084

One tap mobile
+13462487799,,91043869199#,,,,*549084# US (Houston)
+16699006833,,91043869199#,,,,*549084# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 5:00PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing

Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of the two (2) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.2 Mandatory Specifications.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc). The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix H. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.21. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;

4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns

that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. **Solicitations above One Million Dollars ($1,000,000)**
   a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

   b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub-contracted services go to subcontractors who are resident businesses.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.34) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.26) ELECTRONIC version for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Desirable Specification
    5. Local Preferences (if applicable)
G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The Contractor shall provide the following services for the City:

1. Maintain New Mexico Licensed Clinical Social Worker licensure throughout term of contract;
2. Work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;
3. Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;
4. Hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);
5. Maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);
6. Regular and ongoing records/documentation review;
7. Use records systems for documentation, quality management activities and preparing reports;
8. Represent SFFD and its MIH services at meetings with external stakeholders;
9. Make phone calls for coordination of services, visit clients with SFFD staff, work with service providers to coordinate services;
10. Develop, deliver, specify and/or approve trainings for SFFD MIH staff;
11. Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
12. If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer;
    May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and
    May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. All Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services provided to private sector will also be considered;

b) provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any individual who will work on deliverables. Offeror must include key personnel education, work experience, relevant

certifications/licenses, and any other information which speaks to the contractor's ability to provide deliverables.

c) describe at least two project successes and failures regarding Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. Include how each experience improved the Offeror's services.

2. Mandatory Specification

a. Explain how offeror will work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;
b. Explain how offeror will provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;
c. Explain how offeror will hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);
d. Explain how offeror will maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);
e. Explain how offeror will provide regular and ongoing records/documentation review;
f. Explain how offeror will use records systems for documentation, quality management activities and preparing reports;
g. Explain how offeror will represent SFFD and its MIH services at meetings with external stakeholders;
h. Explain how offeror will make phone calls for coordination of services, visit clients with SFFD staff, work with service providers to coordinate services;
i. Explain how offeror will develop, deliver, specify and/or approve trainings for SFFD MIH staff;
j. Explain how offeror will work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines; and
k. Explain that if new staff (not identified in response to RFP) is to be brought on to work on this project, the offeror shall request and receive approval in written form from the MIH Officer.

3. Desirable Specification

a. Explain how offeror will provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and
b. Explain how offeror will provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured using the cost table in Cost section of Evaluation Factors.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	225
B. 2. Mandatory Specification	400
B. 3. Desirable Specification	75
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Cost	100
TOTAL POINTS AVAILABLE	**1,000**
C.4. City of Santa Fe Local Preference per Section IV C. 2	**30**
C.4. C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**60**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Mandatory Specifications

Offeror must clearly articulate how it will deliver Mandatory Specifications. The Evaluation Committee will weigh Offeror's answers for well-thought-out responses articulating Offeror's vision and approach to the work.

3. B.3 Desirable Specifications

Offeror must clearly articulate how it will deliver Desirable Specifications. Examples may be used to help articulate a vision and approach to the work.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Cost (See Table 1)

The total cost for all four years will be added to calculate the Cost score.
The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

7. C.4. Local Preferences

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the

responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.10). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Behavioral Health Director
22/03/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00PM on June 25, 2021. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX H.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: Behavioral Health Director and 22/03/P

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the

administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:
Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

All Deliverables Year 1: (**9** months: 10/01/2021 thru 6/30/2022) Price:$_____

All Deliverables Year 2: (12 months: 07/01/2022 thru 06/30/2023) Price:$_____

All Deliverables Year 3: (12 months: 07/01/2023 thru 06/30/2024) Price:$_____

All Deliverables Year 4: (12 months: 07/01/2024 thru 06/30/2025) Price:$_____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#:22/03/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Behavioral Health Director, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Behavioral Health Director and known key personnel needs to describe the conflict.

The Behavioral Health Director agrees that, if after award, an organizational conflict of interest is discovered, the Behavioral Health Director makes an immediate and full written disclosure to the City that includes a description of the action that the Behavioral Health Director has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Behavioral Health Director was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Behavioral Health Director contract. For the duration of this firm's involvement in the Behavioral Health Director contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Behavioral Health Director contract.

I certify that this firm will keep all Behavioral Health Director contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality

agreement signed by the other person, and the disclosure is authorized and necessary to the Behavioral Health Director contract. I understand that if this firm leaves this Behavioral Health Director contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the Behavioral Health Director contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the Behavioral Health Director contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:
_____

Authorized Representative/Title:
_____

Phone Number:
_____

Fax Number:
_____

E-mail Address:
_____

Signature:
_____

Date:
_____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX G

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

APPENDIX H

DRAFT CONTRACT

The Agreement included in this Appendix C represents the price agreement the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

Item#_
Munis Contract# ____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT REQUEST FOR PROPOSALS ONLY

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

1) Work collaboratively with the MIH Officer, Medical Officer, Medical Director and other Santa Fe Fire Department (SFFD) staff on a variety of MIH services including clinical and operational decisions;
2) Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public-safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff;
3) Hold office hours for a minimum of 20 hours per week to support SFFD staff and MIH services (see Technical Specifications for full details);
4) Use records systems for documentation, quality management activities and preparing reports;
5) Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
6) Represent SFFD and its MIH services at meetings with external stakeholders;
7) If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer.
8) May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others);
9) May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____dollars ($_____) per year based on deliverables, such compensation not to exceed (AMOUNT), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work**

assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

A. The total amount payable to the Contractor under this Agreement, excluding/including gross receipts tax and expenses, shall not exceed (AMOUNT) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _____dollars ($_____) in (FY22).
2) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____) in (FY23).
3) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____in (FY24).
4) 1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of _dollars ($_____) in (FY25).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.
THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY

THE CITY. This Agreement shall terminate on **June 30th, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150

NMSA 1978, this contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor

acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time

during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any

Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and

shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Andres J. Mercado, 200 Murales Road, Santa Fe, NM 87505, ajmercado@santafenm.gov

To the Contractor: [insert name, address and email].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
MAYOR

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
_____
Marcos Martinez (May 12, 2021 16:01 MDT)
SENIOR ASSISTANT CITY ATTORNEY APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

_____
Org. Name/Org#.

City of Santa Fe, New Mexico

memo

DATE: July 21, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Andres J Mercado, Procurement Manager
Community Health and Safety Department (Fire)

SUBJECT: Evaluation Committee Report, BH Director RFP #22/03/P

In accordance with the Request for Proposals for BH Director issued June 17, 2021, one response was submitted from the following Offeror: Therapeutic Solutions Consulting and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Ramos H. Tsosie, MIH Paramedic
Victoria Velarde, Administrative Assistant
Andres J Mercado, MIH Officer

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 14, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- July 19, 2021: Evaluation Committee submitted Evaluation Committee Report (through Andres Mercado) to Central Purchasing Office (Kathy Sanchez), received cost proposal, scored cost proposal. Completed Evaluation Committee Report and submitted to Central Purchasing Office.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (225 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**200**

Organizational Experience

Specifications:

a) Provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. All Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services provided to private sector will also be considered;

b) Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as any individual who will work on deliverables. Offeror must include key personnel education, work experience, relevant certifications/licenses, and any other information which speaks to the contractor's ability to provide deliverables.

c) Describe at least two project successes and failures regarding Behavioral Health Direction for public-safety-involved individuals, crisis response and street-based behavioral health services. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 200 points based on the Offeror's response. The Offeror provided a description of relevant corporate experience that included the expertise, extent of their experience and knowledge as a provider. There was a brief bio of the key personnel that will be used in performance of the contract. The description provided for the project successes and failures was focused more on individual client/situation successes and failures instead of project successes and failures.

Section IV.B.2, MANDATORY SPECIFICATIONS (400 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	350

Mandatory Specifications

Specifications:

a. Explain how offeror will work collaboratively with SFFD MIH Officer, Medical Officer, Medical Director and other SFFD staff and contractors on a variety of MIH services including clinical, operational and administrative decisions;

b. Explain how offeror will provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff to help develop, execute and monitor care plans;

c. Explain how offeror will hold in-person office hours for a minimum of 20 hours per week (see Technical Specifications for full details);

d. Explain how offeror will maintain on-call availability during business hours for clinical support for SFFD staff (see Technical Specifications for full details);

e. Explain how offeror will provide regular and ongoing records/documentation review;

f. Explain how offeror will use records systems for documentation, quality management activities and preparing reports;

g. Explain how offeror will represent SFFD and its MIH services at meetings with external stakeholders;

h. Explain how offeror will make phone calls for coordination of services, visit clients with SFFD staff, and work with service providers to coordinate services;

i. Explain how offeror will develop, deliver, specify and/or approve trainings for SFFD MIH staff;

j. Explain how offeror will work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines; and

k. Explain that if new staff (not identified in response to RFP) is to be brought on to work on this project, the offeror shall request and receive approval in written form from the MIH Officer.

Evaluation Factors:

Offeror must clearly articulate how it will deliver Mandatory Specifications. The Evaluation Committee will weigh Offeror's answers for well-thought-out responses articulating Offeror's vision and approach to the work.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 350 points based on the Offeror's response. The Offeror's response provided an explanation for most of the mandatory specifications. What was not addressed was preparing reports, client visits and how program development (including processes, policies, protocols, procedures and guidelines) would be developed.

Section IV.B.3, Desirable Specifications (75 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**50**

Desirable Specifications

Specifications:

a. Explain how offeror will provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others); and

b. Explain how offeror will provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

Evaluation Factors:

Offeror must clearly articulate how it will deliver Desirable Specifications. Examples may be used to help articulate a vision and approach to the work.

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 50 points based on the Offeror's response. The Offeror did not clearly articulate how the desirable specifications, vision or approach would be delivered.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	Therapeutic Solutions Consulting
Pass/Fail	**Pass**

Letter of Transmittal

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Therapeutic Solutions Consulting
Pass/Fail	**Pass**

Campaign Disclosure Form

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	Therapeutic Solutions Consulting
Offeror Points	**100**

Costs

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured using the cost table in Cost section of Evaluation Factors.

Evaluation Factors:

The total cost for all four years will be added to calculate the Cost score.

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Therapeutic Solutions Consulting

The Evaluation Committee awarded Therapeutic Solutions Consulting 100 points based on the Offeror's response.

Calculation: ($305,800/$305,800) x100= 100.

Section IV.C.4, NM Preferences

	Therapeutic Solutions Consulting
NM Business Preference	**0**
NM Veterans Preference	**0**

NM Preferences

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

A. the City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Therapeutic Solutions Consulting

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Behavioral Health Director
RFP #22/03/P **Evaluation Summary**

	Therapeutic Solutions Consulting
Section IV.B 1. Technical Specifications Organizational Experience (n/a Points)	200
Section IV.B 2. Technical Specifications Organizational References (n/a Points)	n/a
Section IV.B 3. Technical Specifications Oral Presentation (n/a Points)	n/a
Section IV.B 4. Technical Specifications Mandatory Specification (350 Points)	350
Section IV.B 5. Technical Specifications Desirable Specification (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	**700**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding the contracts to perform the scope of work as outlined in the Behavioral Health Director RFP #22/03/P to the proposal receiving the highest scores along the natural point-break; Therapeutic Solutions Consulting; subject to agreement between the Community Health and Safety Department (Fire) and the selected Offerors. Awarding the contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Ramos Tsosie (Jul 21, 2021 11:58 MDT)

Jul 21, 2021

Ramos H. Tsosie
Evaluation Committee Member

Date

Victoria E. Velarde

Jul 21, 2021

Victoria E. Velarde
Evaluation Committee Member

Date

Andres J. Mercado (Jul 21, 2021 15:16 MDT)

Jul 21, 2021

Andres J .Mercado
Procurement Manager

Date

Chief Procurement Officer Signature Approval

Fran Dunaway (Jul 23, 2021 18:41 MDT)

Jul 23, 2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

22.03.P Evaluation Committee Report

Final Audit Report 2021-07-21

Created:	2021-07-21
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL4nvrCKdYQs_Ovb_4WjNBDibpUksGxWe

"22.03.P Evaluation Committee Report" History

Document created by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
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Document e-signed by Andres J. Mercado (ajmercado@santafenm.gov)
Signature Date: 2021-07-21 - 9:16:00 PM GMT - Time Source: server- IP address: 174.205.105.89

Agreement completed.
2021-07-21 - 9:16:00 PM GMT

APPENDIX C
COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

All Deliverables Year 1: (**9** months: 10/01/2021 thru 6/30/2022) Price:$ 85,800.00

All Deliverables Year 2: (12 months: 07/01/2022 thru 06/30/2023) Price:$ 110,000.00

All Deliverables Year 3: (12 months: 07/01/2023 thru 06/30/2024) Price:$ 110,000.00

All Deliverables Year 4: (12 months: 07/01/2024 thru 06/30/2025) Price:$ 110,000.00

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made as of the date of the first signature below (the "Effective Date"), by and between the City of Santa Fe, a New Mexico municipal corporation, which is a "Hybrid Entity" under HIPAA and herein referred to as "Covered Entity," and Therapeutic Solutions Consulting, LLC, herein referred to as the "Business Associate," (collectively, the "Parties") is executed to ensure that the Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq*., as amended and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated thereunder at 45 CFR parts 160, 162, and 164 ("HIPAA Rules"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health (HITECH) Act, as amended.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees to:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410, and any security incident of which it becomes aware. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 15 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule (Subpart E of 45 CFR Part 164), Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate and Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

12. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

C. Permitted Uses and Disclosures by Business Associate

1. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the underlying professional services agreement.

2. Business Associate may use or disclose PHI as required by law.

3. Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity’s minimum necessary policies and procedures.

4. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

D. Termination

1. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

3. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other party’s obligations under this Agreement, that Party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

4. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies

of the PHI. If return or destruction is unfeasible, the protections of this Agreement will extend to such PHI.

5. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Agreed to by:

COVERED ENTITY:
CITY OF SANTA FE
ALAN WEBBER
Signature: _____
Title: _____MAYOR_____
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 17, 2021 10:24 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Agreed to by:
BUSINESS ASSOCIATE:
THERAPEUTIC SOLUTIONS, LLC
Signature: _____
Nicole Ault (Aug 17, 2021 13:59 MDT)
Title: LCSW/Owner
Date: Aug 17, 2021

Item#_____ Munis
Contract# 3202917

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Therapeutic Solutions Consulting, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) Work collaboratively with the MIH Officer, Medical Officer, Medical Director and other SFFD staff on a variety of MIH services including clinical and operational decisions;
2) Provide ongoing support and clinical supervision for SFFD staff assigned to the MIH Office for a variety of therapeutic case management interventions for public-safety-involved individuals with behavioral health challenges including regular "staffing" of active clients with SFFD staff;
3) Hold office hours for a minimum of 20 in-person hours per week to support SFFD staff and MIH services. During these hours, Contractor will prioritize meetings with SFFD staff for clinical and operational support over other deliverables outlined herein;
4) Use records systems for documentation, quality management activities and preparing reports;
5) Work collaboratively with SFFD staff on program development including developing processes, policies, protocols, procedures and guidelines;
6) Represent SFFD and its MIH services at meetings with external stakeholders;
7) If new staff (not identified in response to RFP) is to be brought on to work on this project, the Contractor shall request and receive approval in written form from the MIH Officer;
8) May provide recommendations for BH programming and training for SFFD staff outside of the MIH Office (Operations, Training and others);
9) May provide recommendations for BH programming and training for other Community Health and Safety Department employees and contractors.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand six hundred eighty-five ($417,685) for the term of this Agreement. **This amount is a maximum and not a guarantee**

that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty-seven thousand six hundred eighty-five dollars ($87,685) in (FY22).
2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY23).
3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY24).
4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ten thousand dollars ($110,000) in (FY25).

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of

new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for Violation of Law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement,

Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Andres J. Mercado, 200 Murales Road, Santa Fe, NM 87505,

ajmercado@santafenm.gov

To the Contractor: Therapeutic Solutions Consulting, LLC c/o Nicole Ault, 915 Santander Lane, Santa Fe, NM 87505, nicoleault@hotmail.com

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Therapeutic Solutions Consulting, LLC.

Nicole Ault (Aug 17, 2021 13:59 MDT)
NAME

LCSW/Owner
TITLE

DATE: Aug 17, 2021
CRS# 033977870009
Registration # 22-6241

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
1002001.510300
Org. Name/Org#.

AJH
AJH

BAA and PSA Signature Requested by Therapeuatic Solutions

Final Audit Report 2021-08-17

Created:	2021-08-17
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIxNCpctktsdGXxcE9XOwftAbaIHEAwcv

"BAA and PSA Signature Requested by Therapeuatic Solutions" History

Document created by Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
2021-08-17 - 7:55:17 PM GMT- IP address: 63.232.20.2

Document emailed to Nicole Ault (nlault@santafenm.gov) for signature
2021-08-17 - 7:57:23 PM GMT

Email viewed by Nicole Ault (nlault@santafenm.gov)
2021-08-17 - 7:58:00 PM GMT- IP address: 104.47.64.254

Document e-signed by Nicole Ault (nlault@santafenm.gov)
Signature Date: 2021-08-17 - 7:59:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-08-17 - 7:59:59 PM GMT

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: THERAPEUTIC SOLUTIONS CONSULTI
DBA: THERAPEUTIC SOLUTIONS CONSULTI

Business Location: 143 CIBOLA DR
SANTA FE , NM 87501

Owner: NICOLE AULT

License Number: 226241

Issued Date: March 02, 2021

Expiration Date: March 02, 2022

CRS Number: 03397787009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

THERAPEUTIC SOLUTIONS CONSULTI
143 CIBOLA DR
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Account Number: NM AULN 1430 Date: 8/11/21 Initials: MCI

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:
NICOLE L AULT
951 SANTANDER LANE
E
SANTA FE NM 87505

Additional Named Insureds:

Type of Work Covered: SOCIAL WORKERS / PROFESSIONAL SOCIAL WORKER
Location of Operations: N/A
(If different than address listed above)

Claim History:

Retroactive date is 02/20/2018

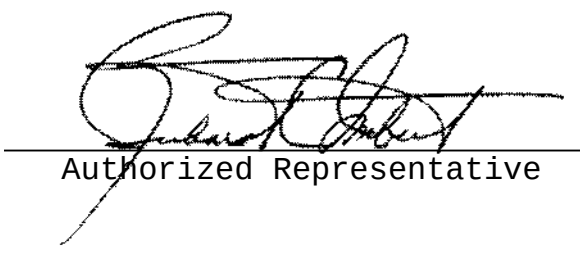
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5605-7273	2/20/21	2/20/22	2,000,000 2,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSUREDS WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is $35,000. 1 ADDL.INS.BELOW:
CITY OF SANTA FE
200 LINCOLN AVE

SANTA FE NM 87504

This Certificate Issued to:
Name: NICOLE L AULT
Address: 951 SANTANDER LANE
E
SANTA FE NM 87505



Authorized Representative

APA 00138 00 (06/2014)

Signature: Andres J Mercado (Aug 23, 2021 11:08 MDT)

Email: ajmercado@santafenm.gov

Signature: Paul Babcock (Aug 23, 2021 11:15 MDT)

Email: prbabcock@santafenm.gov

BH Director RFP

Final Audit Report 2021-08-23

Created:	2021-08-23
By:	Victoria Velarde (vevelarde@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw-ezDgF1O7wmj29COlqgtfLCEgCrqHOp

"BH Director RFP" History

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2021-08-23 - 4:19:11 PM GMT- IP address: 63.232.20.2

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2021-08-23 - 5:03:26 PM GMT- IP address: 104.47.64.254

Restricted visibility Document e-signed by Andres J Mercado (ajmercado@santafenm.gov)
Signature Date: 2021-08-23 - 5:08:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Paul Babcock (prbabcock@santafenm.gov) for signature
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Restricted visibility Document e-signed by Paul Babcock (prbabcock@santafenm.gov)
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Agreement completed.
2021-08-23 - 5:15:19 PM GMT

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7a

Request for the Approval of a Professional Services Agreement in the Total Amount of $417,685.00 for Behavioral Health Direction in FYs 22, 23, 24 and 25; Therapeutic Solutions Consulting, LLC.; Andres J. Mercado, ajmercado@santafenm.gov, (505)629-6255.

COMMITTEE REVIEW:
Quality of Life Committee: 09/15/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe New Mexico

Memorandum

Date: August 23, 2021

Governing Body

Via: _____

Regina Wheeler, Public Works Department Director

RE: Amendment #1 to Professional Services Agreement #19-0127

ITEMS AND ACTIONS:

(1) Request for Approval of Amendment #1 of the Professional Services Agreement #190127 with WSP USA for engineering services related to the Arroyo Chamisos Crossing Project to Increase Compensation by a Sum Not to Exceed One hundred fifty thousand, seventy-five dollars and three cents ($150,075.03), Excluding Gross Receipts Tax.

(2) Request for Approval to BAR $250,000 of Funds from Roads Impact Fees to Fund Completion of Phase 1B "Detailed Analysis of Alternative B" for CIP #876B - Arroyo De Los Chamisos Crossing Project.

BACKGROUND AND SUMMARY:

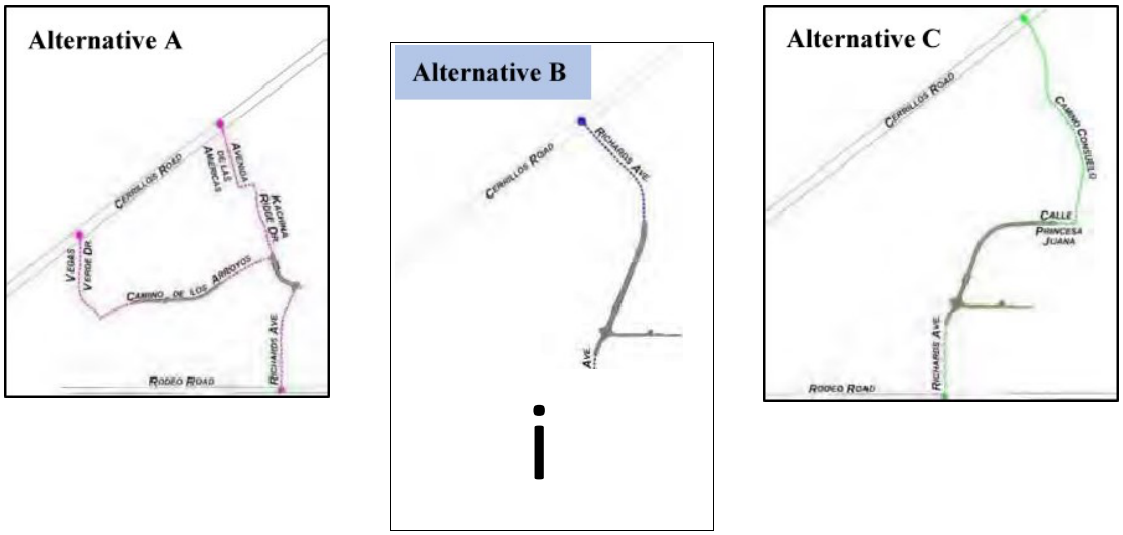
On February 27, 2019 the Governing Body awarded PSA #19-0127 to Louis Berger U.S., Inc. (now WSP USA Solutions, Inc.), for Phase IA/B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing (RFP# '18/45/P). The RFP issued on June 7, 2018 was for professional services to assist the City in determining the most feasible crossing of the Arroyos De Los Chamisos from Rodeo Road/Richards Avenue to Cerrillos Road.

The governing body will be continuously updated as the project moves forward with a selected alternative, including any necessary contract amendments to include additional professional services to complete preliminary and final design and engineering services through project construction.

The consultants completed Phase IA — Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented three "build alternatives" for developing the crossing (Fig. 1) to the public. Attended by 153 community members, Alternative B (see below) was chosen as the most feasible alternative. It: 1) provides the most direct connection between Rodeo Road and Cerrillos Road; 2) has the least horizontal geometric

design deficiencies; 3) has the least amount of driveway impacts and right-of-way needs; and 4) provides the greatest reduction of traffic along adjacent local roads.

Figure I: Three Build Alternatives Presented to Public on March 10, 2020



Following the NMDOT procedures, the consultants are now working on completing Phase 1B, which is the detailed analysis of the preferred Alternative B. Due to Covid-19 global pandemic preventing regular traffic analysis, the project has been delayed for about a year.

The new scope of work includes additional work requested by the public including more in-depth traffic analysis, integration of the connection with bicycle and pedestrian facilities, and special consideration of impacts to existing neighborhoods and affected natural resources and amenities. This additional scope for Phase 1B will cost an additional $150,075.03 (excluding tax), which has been approved for funding via Road Impact Fees. Up to $250,000 of road impact fees were secured providing funding for additional work requested by the public after Phase 1B report is presented at a public meeting in fall 2021.

ATTACHMENTS:

Amendment PSA - 19-0127
Summary of Contracts
Procurement Checklist
CIAC Memo
BAR

Item# _____
Munis Contract# _____

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0127

A. This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 6, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and WSP USA SOLUTIONS, INC. formerly known as Louis Berger U.S., Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

B. Per the attached Exhibit A - Amended Certificate of Authority issued by the Office of the New Mexico Secretary of State, dated January 6, 2020, it is acknowledged that the contractor Louis Berger U.S. Inc. (NM Corporation #5215455) has changed its name to WSP USA SOLUTIONS, INC.

C. Under the terms of the Agreement, Contractor has agreed to provide engineering services to the City with regard to Arroyo De Los Chamisos Crossing as per RFP#'18/45/P issued on June 7, 2018.

D. Pursuant to Article 13 of the Agreement, and for good and valuable consideration,the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $150,075.03, excluding gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the Lump Sum rate of three hundred ninety-eight thousand three hundred forty-nine dollars and fourteen cents ($398,349.14), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling ($33,610.71) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($431,959.85). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in Amendment No. 1 as described in "Exhibit B" attached hereto and incorporated herein, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
WSP USA SOLUTIONS, INC.

_____
CRAIG R. COREY
LOCAL BUSINESS LEADER

DATE: 08/12/2021
CRS#: 01-195458-00-2
Registration #: 230689

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Aug 12, 2021 07:58 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

3309980.572960.EN193300D
Org Code/Object #/Project ID

OFFICE OF THE NEW MEXICO SECRETARY OF STATE

January 7, 2020

SOUTHWEST-CT
206 S. CORONADO AVE.
ESPANOLA, NM 87532

RE: WSP USA SOLUTIONS INC.
Business ID #: 5215455

The Office of the Secretary of State has approved and filed the Application for Amended Certificate of Authority for the above captioned corporation effective January 6, 2020. The enclosed Amended Certificate of Authority is evidence of filing, and should become a permanent document of the corporation's records.

Please be advised that although the Certificate of Amendment has been approved, you must also comply with all other federal or state laws applicable to your corporation. This includes, but is not limited to state licensing requirements. It is the corporation's sole responsibility to obtain such compliance with all legal requirements applicable thereto prior to engaging in the business for which it has obtained approval of the referenced document.

If you have any questions, please contact the Business Services Division at (505) 827-3600 or toll free at 1-800-477-3622 for assistance.

Business Services Division

OFFICE OF THE NEW MEXICO

SECRETARY OF STATE

Amended Certificate of Authority

OF

WSP USA SOLUTIONS INC.

5215455

New York

The Office of the Secretary of State certifies that the Application for Amended Certificate of Authority, duly signed and verified pursuant to the provisions of the

Business Corporation Act **53-17-1 to 53-17-20 NMSA 1978**

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Amended Certificate of Authority and attaches hereto a duplicate of the Application for Amended Certificate of Authority.

Dated: **January 6, 2020**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.

Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

Secretary of State

325 Don Gaspar, Suite 300 · Santa Fe, NM 87501
(800) 477-3632 · www.sos.state.nm.us

Office of the New Mexico Secretary of State
Filing Number: 0002012497
Filed On: 1/6/2020
Total Number of Pages: 1 of 7

SUBMIT ORIGINAL AND A COPY
TYPE OR PRINT LEGIBLY

Foreign Profit Amendment
APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

The undersigned corporation, in order to apply for an Amended Certificate of Authority under the New Mexico Business Corporation Act, submits the following statement:

1. The name of the corporation is (include NM CORP#): LOUIS BERGER U.S., INC. (NM CORP #5215455)

2. A Certificate of Authority was issued to this corporation on: 05/20/2016

3. The corporate name has been changed to: WSP USA SOLUTIONS INC.

(Attach an original authenticated certificate of filing verifying the change of corporate name)

4. If the corporate name as changed does not contain the word "corporation", "company", "incorporated", or "limited", or an abbreviation of one of these words (as required under the New Mexico Business Corporation Act), state the corporate name as changed and include the word or abbreviation it elects to add for use in New Mexico:

5. The corporation desires to pursue in the transaction of business in New Mexico other or additional purposes than those set forth in its application for Certificate of Authority, as follows:

Dated: 1/2/2020

LOUIS BERGER U.S., INC.
Name of Corporation

By _____
Signature of Authorized Officer
HILLARY JASSEY, ASSISTANT SECRETARY

Form FPR-AM
(revised 6/13)

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Corporation Bureau JAN 03 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/6/2020
Total Number of Pages: 2 of 7

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of WSP USA SOLUTIONS INC. was filed on 07/03/1919, under the name of SPENCER, WHITE & PRENTIS, INC., fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.

A Certificate of Amendment SPENCER, WHITE & PRENTIS, INC., changing its name to EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., was filed 06/18/1952.

A Certificate of Amendment EDMUND A. PRENTIS, LAZARUS WHITE, CHARLES B. SPENCER INC., changing its name to EDLACH INC., was filed 06/28/1973.

A Certificate of Amendment EDLACH INC., changing its name to HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., was filed 11/06/1991.

A Certificate of Amendment HAZEN AND SAWYER ENVIRONMENTAL CONSULTANTS, INC., changing its name to ENVIRONMENTAL CONSULTANT SERVICES, INC., was filed 10/10/2014.

A Certificate of Amendment ENVIRONMENTAL CONSULTANT SERVICES, INC., changing its name to LOUIS BERGER U.S., INC., was filed 04/06/2016.

A Certificate of Amendment LOUIS BERGER U.S., INC., changing its name to WSP USA SOLUTIONS INC., was filed 01/02/2020.

STATE OF NEW YORK ★ DEPARTMENT OF STATE ★

***

Witness my hand and the official seal of the Department of State at the City of Albany, this 02nd day of January two thousand and twenty.

Brendan C. Hughes
Executive Deputy Secretary of State

202001030019 • 07

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Corporation Bureau JAN 03 2020

Office of the New Mexico Secretary of State
Filing Number: 0002012697
Filed On: 1/8/2020
Total Number of Pages: 3 of 7

STATE OF NEW YORK

DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 3, 2020.

Brendan C. Hughes

Brendan C. Hughes
Executive Deputy Secretary of State

Rev. 06/13

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ARROYO DE LOS CHAMISOS RFP #'18/45/P
AMENDED PROPOSED SCOPE OF WORK
FOR PHASE 1 B – LOCATION STUDY
DETAILED EVALUATION OF ALTERNATIVES

The proposed fee is based on a collection of issues that occurred which have resulted in the need for a revised scope and fee to complete Phase IB appropriately. In direct response to the input provided at the first public meeting in March of 2020, the study team expanded the study area to include additional street segments and intersections, including traffic calming/complete streets measures, as well as a focus on potential impacts to the adjacent drainage conditions and natural environment near the project corridor. Placing a new multi-barrel drainage structure in the arroyo may require slope stabilization and other considerations that should be considered for engineering feasibility. In addition, COVID-19 effects on travel patterns and traffic counts has also caused some challenges; therefore, strategies to collect adequate traffic count data for the study have also been revised. Finally, the need to create a public outreach plan and public meetings under virtual conditions requires modified effort.

Key assumptions for the Phase IB efforts include:

- The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. As such, design survey at these intersections will not be performed in Phase IB. If needed, design survey for the specific needs will be part of Phase ID Preliminary Design.
- Existing right-of-way will be established based on available records such as subdivision plats and existing right-of-way maps, as available. Title reports will not be obtained for the Phase IB efforts.
- Landscaping and aesthetic design is not included in Phase IB.
- Environmental conditions and potential impacts will be considered for the preferred alternative. However, the detailed environmental investigations and field surveys, as needed under the National Environmental Policy Act (NEPA), as well as associated documentation, will be performed in Phase IC.
- A preliminary and final drainage report including hydrologic analyses, geotechnical exploration and testing, and subsurface utility engineering (SUE) quality levels B and A will be performed in Phase ID as part of preliminary design.

The following work plan supplements the scope of services in Exhibit A of the contract is organized by the five categories used to establish the level of effort for the cost proposal. The following deliverables will be prepared for Phase IB of this project:

- Topographic survey
- Existing right-of-way limits
- Proposed right-of-way impacts
- Initial utility coordination, alert letter and contacts list
- Geotechnical scoping study memorandum
- Streetlight big data findings
- AM and PM peak-hour traffic volumes, existing and design-year
- Peak-hour traffic operations analyses, existing and design-year
- Conceptual design plans for the proposed improvements
- Engineer's estimate of probable costs

- Virtual public meeting and summary of comments
- Photo simulations of proposed improvements, five view matches
- Phase IB report, draft and final

Phase IB Scope of Work

B.1 Detailed Evaluation of Alternatives

Geotechnical Scoping Study Memorandum

Engineer will conduct an office scoping study of the Richards Avenue corridor to document existing mapping of Natural Resources Conservation Service (NRCS)/ United States Department of Agriculture (USDA) Soil Mapping, evaluate variability of site soils, and review structural geology conditions. Terrain analyses will consider past land use and geomorphology changes of the site. Engineer will conduct a site visit using global positioning system (GPS) to walk the alignment and evaluate the surficial ground conditions at a scale of 1:200 feet and document potential geologic hazards that will be considered in the detailed geotechnical report. An exploration plan for Phase ID/Phase II will be prepared and submitted with the geotechnical scoping study memorandum.

Streetlight Big Data Analysis and Documentation

This purpose of this task is to obtain "big data" from the vendor Streetlight Data, Big Data for Mobility, to augment traffic data obtained during the COVID-19 pandemic that is not representative of pre-pandemic conditions. Engineer will secure a vendor agreement to procure the big data needed for the project. See the Exhibit 1 for the approximate proposed zone locations; fifty (50) zones.

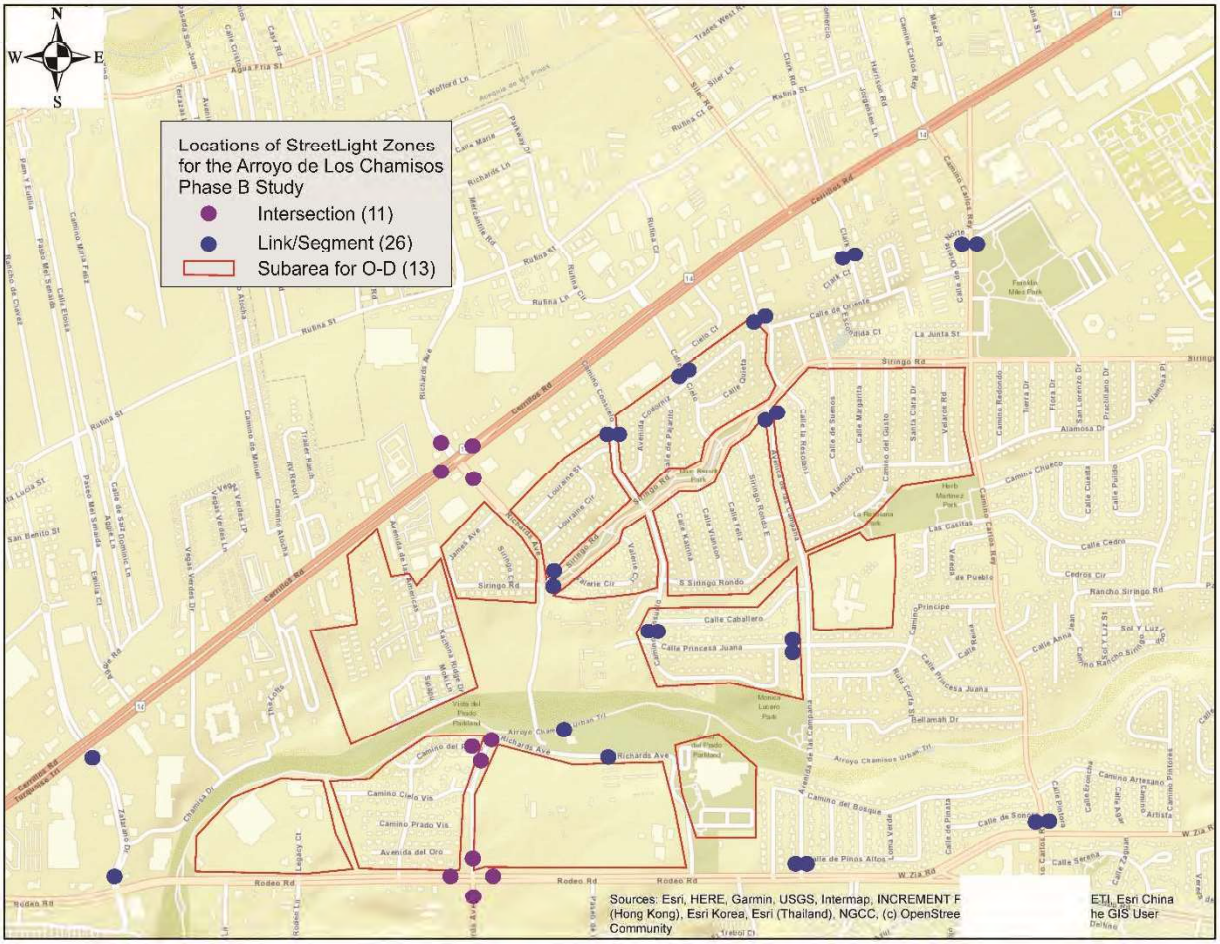
Engineer will use the Streetlight database to set-up and extract the big data needed for this project. Data extracted will reflect multiple days/months of data to provide average statistics for years 2018 and/or 2019. This effort will include:

- Setting up 50 advanced analytics zones.
- Correlating the Streetlight data to traffic count data obtained for this project in Task 7.
- Extracting turn movement percentages for four (4) intersections, and verifying existing turn movement volumes at the intersections.
- Estimating peak-hour and daily volumes using the local street system.
- Reviewing Top Routes and/or origins-destinations for key movements along the corridor and from places within the project vicinity.
- Summarizing data.

Traffic Study for Richards Alignment Only

The detailed traffic operations analysis will focus on the AM and PM peak-hour existing (2019) and proposed (2040) conditions. To estimate traffic volumes for existing conditions, new 9-hour turning movement counts will be collected at four intersections including Richards Ave/Rodeo Rd, Richards Ave/Camino del Prado, Richards Ave/Siringo Rd, and Richards Ave/Cerrillos Rd. The AM and PM peak-hour traffic counts will be adjusted to pre-COVID levels through the use of the NMDOT Method 3 as defined in the NMDOT Guidelines of October 5, 2020: *Alternative Means to Develop Base Turning Movements Volumes for Traffic Impact Studies During COVID-19 Times*. Streetlight big data will be used to adjust the turning movements consistent with the NMDOT Guidelines.

Exhibit 1, Preliminary Layout for Streetlight Big Data Zones



The Santa Fe regional travel demand (VISUM) model will be used to develop estimates of the 2040 design-year AM and PM peak-hour traffic volumes at the four intersections identified above for both the no-build and build scenarios. The 2040 no-build scenario traffic volumes will be estimated by applying the growth from the VISUM model onto the adjusted existing condition traffic volumes. The 2040 build scenario traffic volumes will be developed by applying the difference between the no-build and build scenarios in the VISUM model.

Traffic operations analyses will be performed for the AM and PM peak-hours using the Highway Capacity Software (HCS), for existing and design-year conditions. The results of the traffic analysis will be documented in the Phase IB report; a separate traffic report will not be prepared.

Planning-level Drainage Analysis

Engineer will perform a planning-level drainage analysis to identify storm drain system needs for the proposed street extensions, capacity requirements for concrete box culverts (or round/arch pipe alternatives), and anticipated erosion and scour protection within the arroyo. Engineer will coordinate with the City Public Works Department's River and Watershed Section and the Federal Emergency Management Agency (FEMA) to discuss drainage requirements at a planning level.

Hydraulic analysis will be performed using HY-8 to size concrete box culverts (CBCs) based on flows documented in the Phase IA report. Hydrologic analysis will not be performed for the arroyo as part of

Phase IB. A review of the historic aerial photos from Google Earth reveals that the alignment of Arroyo Chamisos upstream and downstream of the proposed crossing is fairly unstable; the aerial photos show that the main channel of Arroyo Chamisos is still dynamic and it has widened and shifted to the north at the proposed CBC crossing after the construction of the low water crossing (access road to the fire station) between 2005 and 2009. Engineer, in coordination with the City of Santa Fe and FEMA, will engineer the layout of the proposed CBC and its wingwalls and will prepare conceptual drawings that includes stabilization of the banks of the arroyo upstream and downstream of the crossing. Engineer will also evaluate the effect of the existing low water crossing on the Arroyo Chamisos and recommends whether the structure should be removed or remain in place after the project is complete.

The existing storm drain system in Richards Avenue between Rodeo Road and Cerrillos Road will be identified based on as-built plans and/or coordination with the City of Santa Fe. Any new storm drain system, If required, will be designed based on Manning's equation only and will not include backwater analysis. Stormwater runoff along the proposed street extension will be estimated using Manning's equation (simplified calculations) to identify curb inlet spacing based on managing spread along the roadway. Requirements to connect the existing and proposed storm drain systems will be identified. Outlet protection analysis will be performed for the CBCs to determine dimensions of riprap aprons.

A separate drainage analysis report will not be prepared; the drainage analysis results will be incorporated into the Phase IB report.

Conceptual Design and Evaluation

Conceptual design plans for the proposed improvements will include existing and proposed typical sections, typical pavement sections, plan and profile layouts of the entire corridor, and conceptual layouts for the concrete box culverts. Basic horizontal and vertical geometry will be annotated on the layouts; geometric details will be provided for vertical curves. The plan sheets will be created to expedite preliminary design plan development. Existing and proposed right-of-way will be shown. Proposed right-of-way will include additional permanent takes, construction maintenance easements, and temporary construction permits. If any encroachments are identified, a listing will be made describing the type and location of the encroachment and the property owner.

The results of the detailed traffic analysis will be needed to identify if improvements to the Cerrillos Road/Richards Avenue and Rodeo Road/Richards Avenue intersections will be proposed. Concept layouts in plan view only will be prepared for these intersections if required.

The conceptual design efforts will include:

- Refined typical sections
- Roadway alignment modeling (concept design level to set vertical profile and slope limits)
- Roadway geometry in plan view
- Layouts of traffic calming and complete streets features
- Intersection geometry for special intersection treatments in plan view (i.e., traffic circles)
- Initial layouts for concrete box culverts (or round/arch pipe alternatives) including sizes, aprons and scour protection, and cover depths
- Layouts of proposed drainage system features in plan view (no structure sections)
- Sidewalk/multi-use trails and connections, including anticipated requirements to satisfy ADA/PROWAG
- Identification of ROW impacts and acquisition needs

Prepare Estimate of Probable Costs

Engineer will prepare estimates of probable costs for the proposed improvements at a conceptual level based on today's dollars and using current unit costs for construction items. The cost estimate will not include temporary or permanent right-of-way costs.

Prepare Phase IB Report

The Engineer will prepare draft and final versions of a Phase IB Report documenting the detailed engineering evaluation of alternatives. An Executive Summary will be prepared. Up to ten (10) hard copies and associated digital files for the draft and final versions will be submitted.

After the draft version of the report, Engineer will prepare resolutions to and address comments from the City before submitting the final version of the report. A draft review and a final draft review is included prior to submittal of the Final Phase IB Report.

Quality control

Engineer will implement quality control procedures for the conduct and completion of project tasks. Deliverables will be reviewed prior to submittal to the City.

B.2 Environmental Investigations and Documentation

An assessment of potential environmental impacts associated with the proposed improvements will be performed. The findings will be documented in the Phase IB report.

B.3 Property Ownership, Location Survey and Mapping

Location/Topographical Survey

The limits of the topographical survey will be as shown in Exhibit 2. The survey will include the Richards Avenue corridor from Camino Cielo Vista north across the Arroyo de Los Chamisos to just north of James Avenue. As shown in Exhibit 2, this will include the area east of Richards Avenue to the Fire Station including the northwest corner lands of the Rodeo grounds.

Three control points will be established adjacent to the project area. A survey control plan sheet to NMDOT standards will be prepared for future inclusion in the construction plan set.

Survey data will be collected to support a one-foot contour interval. All planimetric and topographic features within the survey limits will be mapped during the survey including, but not limited to, grade breaks, drainage structures, fences, walls, sidewalks and curb ramps (face to face each side of Richards Avenue limits), curb/gutter, edge of pavement/ concrete, visible utility features, and multi-use trails within the limits. Limits of side streets to include up to curb returns or projected ROW lines crossing side streets, except for Camino del Prado

Exhibit 2, Topographical Survey Limits

which will extend 50 feet past the curb return. An existing surface in AutoCAD Civil 3D 2018 format will be provided.

Manhole invert depths and pipe sizes will be recorded for any sanitary or storm drain manhole within the survey limits if the survey crew is provided access by City of Santa Fe Staff and able to open the manhole cover safely. No manholes will be opened within roadways which require traffic control to open.

Define Existing Right-of-Way (ROW)

Existing subdivision plats and ROW Maps, if available, will be researched to establish the existing ROW for Richards Avenue to sufficient accuracy for determination of existing encroachments. If insufficient monumentation is recovered, Surveyor will coordinate with design team to determine further action or analysis. Existing plats/documents will be researched to show existing tracts within the existing Arroyo de Los Chamisos. Based on the records research and verification by existing survey monuments in the field, existing ROW limits will be established in AutoCAD Civil 3D 2018.

A boundary survey as defined per New Mexico Minimum Standards for Surveying is not included in this scope. Right-of-Entry requests for surveying purposes will be initiated by the City, as well as final responsibility to obtain the necessary access to properties, prior to field survey. Engineer will provide information on location needed and associated property owner information based on existing records.

B.4 Coordination

Project Management and Coordination

Engineer will be responsible for the coordination of project activities with the City of Santa Fe Project Manager(s) and the project team established for this project. Engineer will be responsible for:

- Ongoing coordination with the City of Santa Fe Project Manager(s).
- Scheduling project team meetings assumed to occur on average every six (6) weeks over the duration of this project phase. Up to six (6) project team meetings are included in this phase. The meetings will be held virtually using Microsoft Teams or similar.
- Preparation of meeting summaries within two weeks of meetings.
- Distribution of pertinent project documents/deliverables.

Utility Coordination

Utilities will be identified schematically based on available geographical information system (GIS) information and information requested from/provided by the utility owners. Engineer will provide utility coordination services as follows:

- Identify utility owners with facilities in the project limits that may be affected by proposed improvements and develop Utility Contact List. Identify appropriate utility project contact/utility project engineer or lead.
- Prepare and distribute an Alert Letter to each utility to inform them of the proposed project.
- Coordinate and schedule one (1) virtual utility coordination meeting using Microsoft Teams or similar.
- Prepare a summary of the utility meeting for distribution to meeting attendees.

Agency Coordination

Engineer will complete coordination with the following agencies/organizations, to ensure their concerns and input are considered and addressed. Coordination efforts will be done via telephone/video conference/email.

- Coordination with City Governing Body
- Bicycle and Trails Advisory Committee (BTAC)
- Santa Fe Metropolitan Planning Organization (SFMPO)

B.5 Public Involvement

One (1) public meeting will be held under a virtual platform for Phase IB. Major tasks include project coordination with City Staff, following the Early Neighborhood Notification (ENN) public notification and outreach processes (i.e., mailings and advertisements), preparation of the virtual presentation materials, recording of the virtual meeting, collecting and summarizing comments, and summarizing the planning efforts and comments for inclusion in the Phase IB report. One practice with the full project team, prior to the public meeting presentation, is included.

Engineer will develop one computer-generated 3-D model of the proposed improvements for the new crossing of Arroyo de Las Chamisos. The 3-D model will be based on an AutoCAD design drawing developed as part of the conceptual design efforts and will be developed using the Autodesk 3D Studio Max software. Using high-definition photos taken with a drone, Engineer will view match five (5) photo-based backgrounds to the 3-D model. The results will be digital images of photo simulations of the proposed improvements for comparing existing (before) and proposed (after) conditions.

EXHIBIT B-1

CITY OF SANTA FE, NEW MEXICO PUBLIC WORKS DEPARTMENT

ENGINEEERING COST SUMMARY
PART 1 - GENERAL

1. NAME OF PROJECT: Arroyo de Los Chamisos Crossing	**2. CIP#: RFP#'18/45/P**
3. NAME OF CONTRACTOR: WSP USA Solutions Inc. (formerly Louis Berger U.S., Inc.)	**4. DATE OF PROPOSAL: June 7, 2018**
5. ADDRESS OF CONTRACTOR: **2019 Galisteo Street, Suite M-1** **Santa Fe, NM 87505**	**6. TYPE OF SERVICE TO BE FURNISHED:** **Professional Services** **A. WORK ELEMENT (by project phase):** **Phase IB - Location Study Detailed Evaluation**

PART 2 - COST SUMMARY
BASIC SERVICES

7. DIRECT LABOR (specify categories)	**ESTIMATED HOURS**	**HOURLY RATE**	**ESTIMATED HOURLY COST**	**TOTALS**
PROJECT MANAGER	234	$82.60	$19,328.40	
SR SUPV ENGINEER	30	$85.22	$2,556.60	
SUPV ENGINEER	44	$72.66	$3,197.04	
LEAD ENGINEER	20	$61.59	$1,231.80	
SR TECHNICAL SPECIALIST	72	$57.00	$4,104.00	
LEAD DESIGN VISUALIZATION SPECIALIST	66	$50.70	$3,346.20	
SR ENGINEER	140	$49.74	$6,963.61	
ENGINEER III	12	$40.25	$483.00	
ENGINEER II	66	$36.74	$2,424.84	
ENGINEER I	176	$31.86	$5,607.36	
SR CONTRACTS MANAGER	12	$56.24	$674.88	
SR PROJECT ACCOUNTANT	8	$46.23	$369.84	
DIRECT LABOR TOTAL:	**880**		**$50,287.57**	**$50,287.57**
8. OVERHEAD (specify cost pool)	RATE	X BASE	ESTIMATED COST	
Direct Labor 138.27%	1.3827	$50,287.57	$69,532.62	
OVERHEAD TOTAL:			**$69,532.62**	**$69,532.62**
9. FEE OR PROFIT (show rate and base)	15%	$119,820.19	$17,973.03	**$17,973.03**

SUPPLEMENTAL SERVICES

10. SUBCONTRACTS (Identity & purpose)	**ESTIMATED COST**	
Bohannan Huston Inc - surveying, traffic, planning/public involvement	$82,209.29	
Pathfinder Environmental, LLC - public involvement support	$2,180.00	
YeDoma Consultants, LLC - geotechnical	$3,234.00	
SUBCONTRACTOR TOTAL:	$87,623.29	**$87,623.29**

11. SPECIAL EQUIPMENT	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
EQUIPMENT TOTAL:				

12. TRAVEL				**ESTIMATED COST**	
A. Transportation: mileage	357	$	0.560 per mile	200	
B. Per diem					
			TRAVEL TOTAL	$200.00	**$200.00**

13. OTHER REIMBURSEABLE COST	**RATE**	**ESTIMATED HOURS**	**ESTIMATED COST**	
Billed at cost				
Drone High Resolution Photos			$600.00	
Reproduction/Printing			$800.00	
Streetlight Big Data			$14,400.00	
OTHER REIMBURSABLE TOTAL:			$15,800.00	**$15,800.00**

SUBTOTAL ITEMS 7 - 13:	**$241,416.50**
14. GROSS RECEIPTS 8.4375%	$20,369.52
15.a TOTAL PRICE (WITHOUT ADJUSTING FOR REMAINING PHASE IB BUDGET)	$261,786.02
15.b REMAINING PHASE IB BUDGET INCLUDING GROSS RECEIPTS TAX	($99,048.41)
15.c ADJUSTED TOTAL PRICE FOR AMENDMENT 1	**$162,737.61**

16. SIGNATURE OF PREPARER	OWNER'S REVIEW BY	ENGINEERING PROJECT MANAGEMENT DIVISION

EXHIBIT C

City of Santa Fe - RFP #'18/45/P
Work-Hour Proposal
Arroyo de Los Chamisos Crossing

Phase IB Amendment 3/12/2021

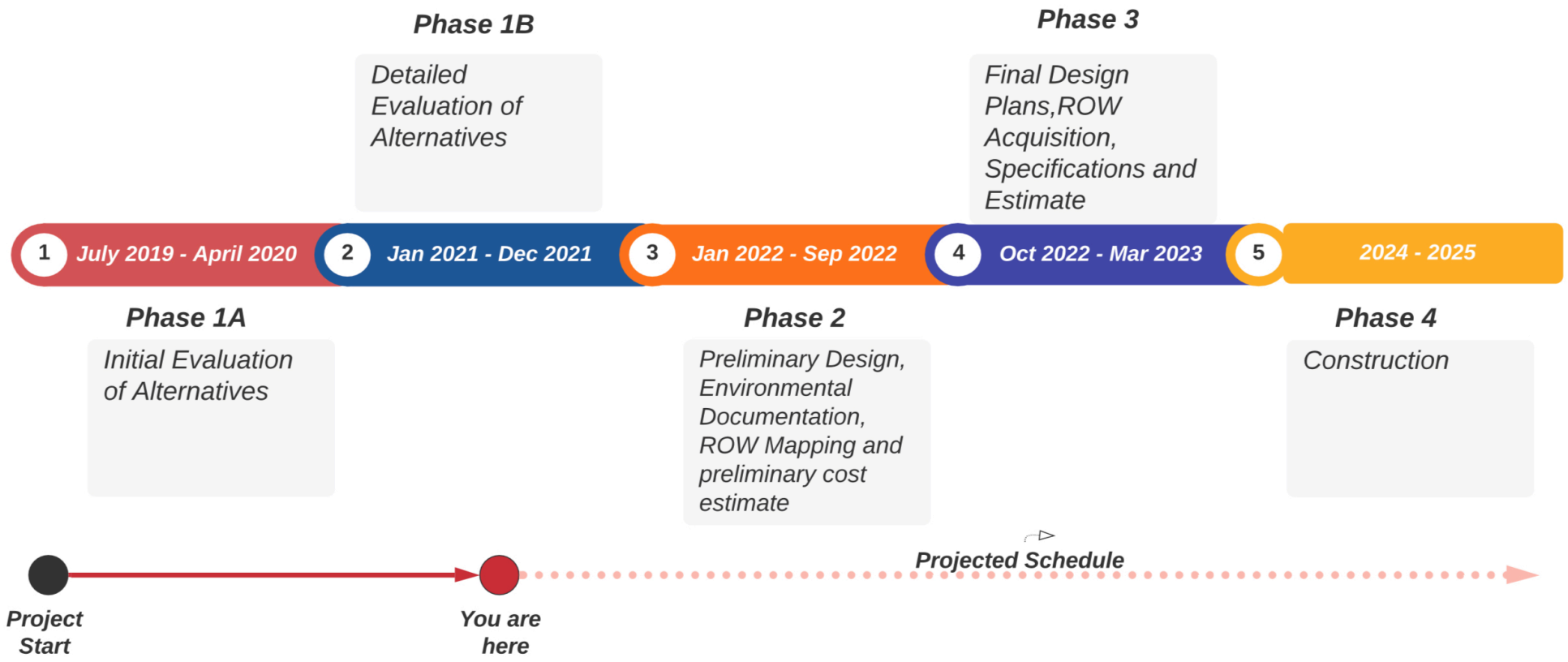
WSP Staff Allocation	Direct Labor (Hourly)	Overhead 138.27%	Fee 15.00%	Phase IB Man-Hours	Phase IB Cost
PROJECT MANAGER	$ 82.60	$ 114.21	$ 29.52	234	$ 52,961.85
SR SUPV ENGINEER	$ 85.22	$ 117.83	$ 30.46	30	$ 7,005.35
SUPV ENGINEER	$ 72.66	$ 100.47	$ 25.97	44	$ 8,760.23
LEAD ENGINEER	$ 61.59	$ 85.16	$ 22.01	20	$ 3,375.26
SR TECHNICAL SPECIALIST	$ 57.00	$ 78.81	$ 20.37	72	$ 11,245.39
LEAD DESIGN VISUALIZATION SPECIALIST	$ 50.70	$ 70.10	$ 18.12	66	$ 9,168.94
SR ENGINEER	$ 49.74	$ 68.78	$ 17.78	140	$ 19,081.00
ENGINEER III	$ 40.25	$ 55.65	$ 14.39	12	$ 1,323.47
ENGINEER II	$ 36.74	$ 50.80	$ 13.13	66	$ 6,644.32
ENGINEER I	$ 31.86	$ 44.05	$ 11.39	176	$ 15,364.76
SR CONTRACTS MANAGER	$ 56.24	$ 77.76	$ 20.10	12	$ 1,849.24
SR PROJECT ACCOUNTANT	$ 46.23	$ 63.92	$ 16.52	8	$ 1,013.40
Sub-Total WSP				880	$ 137,793.21
Sub-Consultants					
Bohannan Huston, Inc.					$ 82,209.29
Pathfinder Environmental, LLC					$ 2,180.00
YeDoma Consultants, LLC					$ 3,234.00
Sub-Total Subs					$ 87,623.29
Direct Expenses					
Travel					$ 200.00
Streetlight Big Data					$ 14,400.00
Reproduction/Printing					$ 800.00
Drone High-Resolution Photos					$ 600.00
Sub-Total Direct Exp					$ 16,000.00
Proposed Phase IB Total (excl. tax)					**$ 241,416.50**
Existing Remaining Contract Amount					
Remaining Phase IB Budget (excl. tax)					$ 91,341.47
Sub-Total Remaining Budget (excl. tax)					$ 91,341.47
Phase IB Amended Total (excl. tax)					**$ 150,075.03**

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.1 Phase IB Detailed Evaluation of Alternatives													
Geotechnical Scoping Study Memorandum													
1. Review Yedoma submittal	2												2
Sub-Total	2	0	0	0	0	0	0	0	0	0	0	0	2
Streetlight Big Data Analysis and Documentation													
1. Secure vendor agreement for 50 zones									2				2
2. Perform analysis of the big data	4								36				40
3. Summarize key findings	2								8				10
Sub-Total	6	0	0	0	0	0	0	0	46	0	0	0	52
Traffic Study for Richards Alignment Only													
1. Review BHI submittals for quality and completeness	4								4				8
Sub-Total	4	0	0	0	0	0	0	0	4	0	0	0	8
Planning-Level Drainage Analysis													
1. Coordinate with City PWD River and Watershed section			4				8						12
2. Coordinate with FEMA and Army Corps			4				8						12
3. Define existing storm drain system in Richard's Avenue. Design new storm drain systems using Manning's equation; no backwater analysis.			4				4			16			24
4. HY-8 hydraulic analysis to size CBCs. Engineer the layout of the CBCs and their wingwalls. Evaluate whether the exisitng low water crossing should be removed or stay in place.			8				24						32
5. Street runoff spread evaluation and need for curb inlets			4				4			12			20
6. Outlet protection for CBC riprap aprons, and arroyo sides			8				16			8			32
7. Summarize drainage analysis and results for Phase IB report			8				24			8			40
Sub-Total	0	0	40	0	0	0	88	0	0	44	0	0	172
Conceptual Design and Evaluation													
1. Develop refined typical sections and get approved by City	2				2					4			8
2. Define the proposed pavement section					2								2
3. Roadway alignment modeling (create surface and define slope limits)					4					16			20
4. Roadway horizontal geometry (plan view), incls. P&P plan sheet set-up	2				6					24			32
5. Define traffic calming features and get approved by City	4									6			10
6. Special intersection layouts	4				4					16			24
7. Concrete Box Culvert Layouts (main channel and north fork)		4					8	12					24
8. Storm drain system features in plan view							8						8
9. Sidewalks and multi-use trails and connections, incls. ADA/PROWAG feasibility	4				8					16			28
10. Concept layouts in plan view, Richards at Rodeo and Cerrillos	2									8			10
12. List of encroachments					2					2			4
Sub-Total	18	4	0	0	28	0	16	12	0	92	0	0	170
Prepare Estimate of Probable Costs													
1. Estimate quantities and unit costs, prepare estimate	2				6		4			12			24
Sub-Total	2	0	0	0	6	0	4	0	0	12	0	0	24
Prepare Phase IB Report													
1. Draft report	48			16	16		8		16				104
2. Executive Summary	8												8
3. Final Report	8												8
Sub-Total	64	0	0	16	16	0	8	0	16	0	0	0	120
Quality Control of Major Deliverables													
1. Concept design plans and cost estimate		8		4									12
2. Draft Phase IB report		12											12
3. Final Phase IB report		6											6
Sub-Total	0	26	0	4	0	0	0	0	0	0	0	0	30
Task 1 Sub-total	96	30	40	20	50	0	116	12	66	148	0	0	578

PHASE IB - ACTIVITIES	Estimated Work-Hours												
	PROJECT MANAGER	SR SUPV ENGINEER	SUPV ENGINEER	LEAD ENGINEER	SR TECHNICAL SPECIALIST	LEAD DESIGN VISUALIZATION SPECIALIST	SR ENGINEER	ENGINEER III	ENGINEER II	ENGINEER I	SR CONTRACTS MANAGER	SR PROJECT ACCOUNTANT	Totals
Phase IB - Detailed Evaluation													
B.2 Environmental Investigations and Documentation													
Environmental Documentation													
1. Assessment of potential environmental impacts (BHI)	4												4
Sub-Total	4	0	0	0	0	0	0	0	0	0	0	0	4
Task 2 Sub-total	4	0	0	0	0	0	0	0	0	0	0	0	4
B.3 Property Ownership, Location Survey & Mapping													
Location/Topographical Survey													
1. Review BHI submittals for quality and completeness					6								6
Sub-Total	0	0	0	0	6	0	0	0	0	0	0	0	6
Existing and Proposed ROW													
1. Review BHI existing ROW boundaries					2								2
2. Define ROW impacts based on proposed improvements	2				2					4			8
3. Quantify acquisition areas										4			4
Sub-Total	2	0	0	0	4	0	0	0	0	8	0	0	14
Task 3 Sub-total	2	0	0	0	10	0	0	0	0	8	0	0	20
B.4 Coordination													
Project Management and Coordination													
1. Contract Administration	16					2					12	8	38
2. Ongoing Coordination with City PMs	40												40
3. Project Team meetings (up to 6)	12		4		8		4			8			36
4. Meeting summaries	4												4
Sub-Total	72	0	4	0	8	2	4	0	0	8	12	8	118
Utility Coordination													
1. Identify utility owners, make contacts list, identify leads							8						8
2. Prepare and distribute an alert letter	1						6						7
3. Prepare for and hold a utility coordination meeting (virtual)	2						4						6
4. Prepare meeting summary	1						2						3
Sub-Total	4	0	0	0	0	0	20	0	0	0	0	0	24
Agency Coordination													
1. City Governing Body	10												10
2. Bicycle and Trails Advisory Committee (BTAC)	4												4
3. Santa Fe MPO	2												2
Sub-Total	16	0	0	0	0	0	0	0	0	0	0	0	16
Task 4 Sub-total	92	0	4	0	8	2	24	0	0	8	12	8	158
B.5 Public Involvement													
Public Involvement													
1. Coordinate with BHI (BHI leading PI)	4												4
2. Prepare PowerPoint Presentation	16									4			20
3. Prepare for Virtual Public Meeting	4									4			8
4. Attend Virtual Public Meeting	4									4			8
5. Review and respond to comments, as required	4												4
6. Develop Photo Simulations (five view matches)	8				4	64							76
Sub-Total	40	0	0	0	4	64	0	0	0	12	0	0	120
Task 5 Sub-total	40	0	0	0	4	64	0	0	0	12	0	0	120
Phase IB Total Man-hours	234	30	44	20	72	66	140	12	66	176	12	8	880

Arroyo de los Chamisos Crossing

City of Santa Fe | June 29, 2021



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200292**

Contractor: **WSP USA Solutions, Inc. (formerly known as Louis Berger)**

Description: **CIP #876B - Arroyo De Los Chamisos Crossing Project - to connect Rodeo Road/ Richards Avenue to Cerrillos Road by crossing Arroyo De Los Chamisos.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **03/06/2019** Term End Date: **03/06/2023**

☑ Approved by Council Date: **02/27/2019**

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **19-0127**

Increase/(Decrease) Amount $ **1,000,000 (sum not to exceed excluding NMGRT)**

Extend Termination Date to:

☑ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

1) Scope of Work - refine Phase 1B and include Phase 2 - Preliminary Design, Phase 3 - Final Design, and Phase 4 - Construction Services as described in RFP#'18/45/P.
2) Compensation - increase by a sum not to exceed $1,000,000 excluding NMGRT. Original contract was $248,274.11 excluding NMGRT; amended compensation will be $1,248,274.11 excluding NMGRT.

3. **Procurement History:**

Fran Delaney (Jul 20, 2021 11:16 MDT) Jul 20, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **Road Impact Fees** **Org / Object:** **3309980.572960**

Andy Hopkins (Jul 20, 2021 10:42 MDT) Jul 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: WSP USA Solutions, Inc.

Procurement Title: Amendment No. 1 to Professional Services Agreement Item #19-0127

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☑	☐	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☐	Other:

Romella Glorioso-Moss	Projects Administrator	07/08/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (Jul 20, 2021 11:16 MDT)	Chief Procurement Officer	Jul 20, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

GB PW - WSP INC (Amendment #1)

Final Audit Report 2021-07-21

Created:	2021-07-20
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArvejtM4VMp8vSkxCOf3myXOUwxj8RjKM

"GB PW - WSP INC (Amendment #1)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-07-20 - 2:33:48 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-07-20 - 2:59:28 PM GMT

Email sent to ajarhuleta@santafenm.gov bounced and could not be delivered
2021-07-20 - 2:59:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-07-20 - 4:28:50 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-07-20 - 4:42:22 PM GMT - Time Source: server

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2021-07-20 - 4:42:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-07-21 - 3:14:09 AM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-07-21 - 3:16:13 AM GMT - Time Source: server

Agreement completed.
2021-07-21 - 3:16:13 AM GMT

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: WSP USA INC.
DBA: WSP USA INC.

Business Location: 2440 LOUISIANA BLVD STE. 400
ALBUQUERQUE, NM 87110

CRS Number: 01195458002

Owner: Meghan Soto

License Number: 230689

License Type: Business License - Renewable

Issued Date: July 01, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: July 01, 2022

Fees Paid: $10.00

WSP USA INC.
ONE PENN PLAZA, 4TH FLOOR
NEW YORK, NY 10119

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-994-7100 **FAX (A/C, No):** 212-994-7047 **E-MAIL ADDRESS:** GGB.WSPUS.CERTREQUESTS@AJG.COM
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Liberty Insurance Corporation — 42404 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1393292247 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO983581907	4/1/2020	5/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 5,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AS7-621-094060-030	4/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC014438604	4/1/2020	5/1/2021	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA7-62D-094060-010	4/1/2020	5/1/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.
City of Santa Fe is an Additional Insured as respects General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Waiver of Subrogation applies to Additional insured, as respects General Liability policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Park Avenue, 5th Floor New York NY 10177	**CONTACT NAME:** AJG Service Team **PHONE (A/C, No, Ext):** 212-981-2485 **FAX (A/C, No):** 212-994-7074 **E-MAIL ADDRESS:** GGB.WSPUS.CertRequests@ajg.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : QBE Specialty Insurance Company — 11515
INSURED WSPGLOB-01 WSP USA Solutions Inc. One Penn Plaza New York, NY 10119	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2085139010 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability CLAIMS-MADE			QPL0022630	11/1/2020	10/31/2021	Per Claim/Aggregate	$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIRTY (30) DAYS NOTICE OF CANCELLATION.
RE: Arroyo de Los Chamisos Crossing - RFP #18/45/P - CIP # 875B.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
P.O. Box 909
Santa Fe NM 87504-0909
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/ Engineering - Roadway & Trails	07/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	250000	
Capital Transfer Out to Streets / Roads CIP	2320471	760330		250000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer In from Roads Impact Fees	3309980	660232		-250000	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget the completion of Phase 1B Detailed Analysis of Alternative B.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-250000
TOTAL:	0

Romella Glorioso-Moss 07/08/21
Prepared By *{print name}* Date

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Jul 22, 2021 15:02 MDT)
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Jul 22, 2021 15:08 MDT)
Budget Officer Date

N/A
Finance Director *{≤ $5,000}* Date

N/A
City Manager *{≤ $60,000}* Date

City of Santa Fe New Mexico
Memorandum

Date: May 4, 2021

To: Capital Improvement Advisory Committee (CIAC)

Via: Carlos Gemora, Senior Planner, Land Use Department
Regina Wheeler, Public Works Department Director RW
Javier Rosado, PE, Engineering Division Director JR

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator RGM

RE: CIP #876B - Arroyo De Los Chamisos Crossing

ITEM AND ISSUE:
Request for Approval to Allocate Additional Roads Impact Fees Funds up to $250,000 to Complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

BACKGROUND AND SUMMARY:
Based on Resolution 2018-60 (Exhibit A) the CIAC has approved the use $250,000 from Road Impact Fees Fund to retain the professional services of Louis Berger/WSP Consultants to conduct Phase 1 A & B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT's process. In this context, the location study refers to the evaluation of three alternative alignments to provide the City with a preferred alignment to cross the Arroyo. A proper crossing of the Arroyo De Los Chamisos has always been a deterrent for connecting the north and south ends of Richards Avenue which is the "principal gateway" to the Santa Fe Community College District.

The NMDOT Location Study Procedures (2015) is typically divided into 4 phases as follows:

- Phase A – Initial Evaluation of Alternatives
- Phase B – Detailed Evaluation of Alternatives
- Phase C – Environmental Documentation
- Phase D – Preliminary Design

WSP Consultants has completed Phase 1A – Initial Evaluation of Alternatives, and at the Early Neighborhood Notification (ENN) meeting on March 10, 2020, presented to the public three alternatives for developing the Crossing. The majority of the 153 community members who attended the ENN meeting supported Alternative B to move forward to Phase 1B – Detailed Evaluation of Alternatives. Alternative B as shown on Figure 1 below proposes extension of Richards Avenue north across the Arroyo de Los Chamisos connecting to the existing Richards Avenue/Siringo Road intersection for access to the Richards Avenue/Cerrillos Road signalized

Fig. 1

intersection. The emergency access road across the Arroyo De Los Chamisos for Santa Fe Fire Station 7 would be replaced by the new all-weather crossing.

At the ENN meeting, the Public requested the following to be considered during Phase 1B study:

- More in-depth analysis of traffic data and travel patterns, with the collection of more comprehensive traffic counts within and beyond the study area.
- Consideration of how to integrate bicycle and pedestrian facilities into the roadway design.
- Further coordination with impacted neighborhoods to preserve landscape character.
- Special consideration for the natural resources that may be impacted.

Staff and Consultants agreed to the above requests as necessary resulting to amending the Scope of Work (SOW), attached as Exhibit B. These additional studies added $162,738 including 8.437% NMGRT (Exhibit C). However, due to so much uncertainty due to the COVID 19 pandemic especially on adjustments needed to be done on public engagement, Staff is requesting up to $250,000 additional funding allocation to complete Phase 1B – Detailed Analysis of Alternative B.

As shown in Exhibit D, Phase 1B is scheduled to be completed in December 2021. The Preliminary and Final Design is anticipated to begin in Jan/Feb 2022. Staff has applied funding for design plan through construction for $5M from two funding sources: NM Surface Transportation Block Grant (applied in December 2020); and to US Congress Transportation Infrastructure Committee through the Office of Congresswoman Theresa Leger-Fernandez NM-03 (applied in April 2021). Staff expects application results from these two funding sources in May/June 2021.

ACTION REQUESTED:
To approve the use of up to $250,000 of Road Impact Fees Fund to complete Phase 1B Location Study of CIP #876B - Arroyo De Los Chamisos Crossing as per NMDOT process.

ATTACHMENTS:
Exhibit A – Resolution 2018-60
Exhibit B – Amended Scope of Work
Exhibit C – Amended Project Cost Estimate
Exhibit D – Proposed Schedule

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2018-60

INTRODUCED BY:

Councilor Mike Harris

Councilor JoAnne Vigil Coppler

A RESOLUTION

AMENDING TABLE 80 OF THE CITY OF SANTA FE IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2020 REGARDING PLANNED MAJOR ROAD IMPROVEMENTS AND ADDING "ARROYO DE LOS CHAMISOS CROSSING" AS AN ELIGIBLE PROJECT TO THE PLANNED MAJOR ROAD IMPROVEMENTS 2014-2020 LIST OF THE IFCIP 2020.

WHEREAS, on August 27, 2014, the Governing Body approved Resolution No. 2014-71 adopting the *Impact Fee Capital Improvements Plan 2020* (the "*IFCIP 2020*") for the city of Santa Fe; and

WHEREAS, Appendix G: "Capital Facility Plans" of the *IFCIP 2020* included Table 80, "*Planned Major Road Improvements, 2014-2020*", that specified roads to be improved and eligible to receive roadway impact fee funds; and

WHEREAS, the City of Santa Fe is experiencing significant growth along Richards Avenue south of Rodeo Road; and

WHEREAS, the City has received 169 petition signatures in support of an extension crossing

Arroyo Chamiso linking the north and south sections of Richards Avenue; and

WHEREAS, the City has identified the need for additional capital improvements, specifically an extension of Richards Avenue from its current southern terminus at Rodeo Road, north across the Arroyo Chamiso to Cerrillos Road; and

WHEREAS, the City deems the extension of Richards Avenue via the connection at Arroyo Chamiso of the north and south sections an important capital improvement vital to alleviating traffic flow through adjacent neighborhood roads including Zafarano, Avenida de Las Campanas, Camino Carlos Rey, Zia, and Governor Miles.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Appendix G, Table 80, "*Planned Major Road Improvements 2014-2020*" of the *IFCIP 2020* is amended to include the following under "Project Name", "Location" and "Cost Estimate":

Project Name	**Location**	**Cost Estimate**
Arroyo de Los Chamisos Crossing	Richards Ave. and Rodeo Road north to Cerrillos Rd.	$3,811,000.00

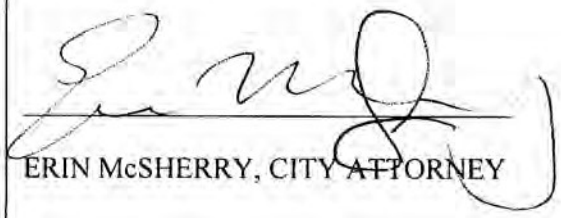
PASSED, APPROVED, and ADOPTED this 26th day of September, 2018.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



ERIN McSHERRY, CITY ATTORNEY

M/Legislation/Resolutions 2018/2018-60 Arroyo de los Chamisos Crossing

City of Santa Fe, New Mexico
Memorandum

DATE: August 12, 2021

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: Shannon Jones, Public Utilities Department Director
Mike Dozier, Waste Water Management Director MD

FROM: Efren Morales, Waste Water Management Plant Superintendent EM

ITEM AND ISSUE:

Request approval for Change Order #2 to CIP #957 Aeration Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20; Request approval of a Budget Increase BAR from the Waste Water Enterprise Fund in the amount of $750,968.20.

BACKGROUND

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements needed in each of the two basins along with the replacement of the roofing for the aeration blower room that is attached to the Administration building. In 2020 RMCI was awarded the bid for the Aeration Improvement Project and in July of that year the project was started. In Change Order #1 additional sludge hauling, pump, valve changes and pipe supports in the aeration basin created additional costs to the project resulting in an increase to the original amount.

In change order #2 additional piping, sludge removal, PLC revisions, electrical conduit, pump and material testing has created additional costs that were not originaly encapsulated in the contract. When the bypass pumping was first done for the North aeration basin an additional pump was needed to safely accomadate the amount of flow coming into the system. The North basin has been completed and placed online and the south basin has been removed from service. The bypass pumping that was done for the North basin was needed to replace the sluice gate for the South basin as well. The wire size that is required for the mixer in the aeration basins need to be increased by one size. Additional sludge removal costs are included in this change order for excessive foaming issues that the facility was experiencing in March of this year. Additional cost for electrical lines and conduit were assessed for replacement of process analyzers for the aeration basins. A change in location for valves and meters that will be installed in the DAF Building was addressed and additional charges for reworking of the conduits and wireing.

PROCUREMENT METHOD:
Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:
Fund Name/Number: WWMD Cash Balance/ 500
WW Engineering/5000375
WIP Construction/572970

RECOMMENDED ACTION

PUD, WWM respectfully requests approval for Change Order #2 to CIP #957 Aeration Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20; and the Budget Adjustment Increase in same amount.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	8/12/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WWMD Treatement Plant	5000375	572970	WWM2050001	750,968	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 750,968	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #2 with the RMCI Inc for Aeration Project

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(750,968)
TOTAL:	**(750,968)**

Maya Martinez — 8/12/2021
Prepared By *{print name}* — Date

Michael Dozier (Aug 16, 2021 07:44 MDT) — 8/16/21
Division Director Signature *{optional}* — Date

Shannon Jones — 8/16/2021
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Andy Hopkins (Aug 16, 2021 09:40 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 2

Date of Issuance:	6/8/21	Effective Date:	6/8/21
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements

The Contract is modified as follows upon execution of this Change Order:

1. COP No. 1 – Blower Outlet Piping Revisions $56,392.43
2. COP No. 13 – Upsizing of Conductors for Mixer 22-01-28 ..... $408.09
3. COP No. 14 - Removal of Sludge from North Aeration Basin – (March 4th Spill)..... $71,250.00
4. COP No. 15 – Removal of Sludge from North Aeration Basin – (March 17th Spill) $3,750.00
5. COP No. 16 – Revisions to Existing Blower Building PLC Panel $8,997.04
6. COP No. 17 – Trench Drain Credit ..... $ (7,176.24)
7. COP No. 18 – Replacement of Aeration Basins Process Analyzers $128,548.30
8. COP No. 19 – VFD Conduit Routing Revisions – WAS Pumps $11,400.69
9. COP No. 20 – DAF Building Actuated Valves and Flow Meter Locations Electrical Work $25,983.24
10. COP No. 21 – DAF Building Actuated Valves and Flow Meter Locations Mechanical Work..... $5,966.15
11. COP No. 22 – Additional Pump Required for By-pass Pumping – South Aeration Basin $10,890.82
12. Additional Sludge Hauling (963 CY) – South Aeration Basin $361,125.00
13. Increase Bid Allowance for Material Testing $15,000.00
14. New Mexico Gross Receipts Tax @ 8.4375% $58,432.68

TOTAL $750,968.20

Attachments: *Change Order No. 2 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 11,661,233.20 (Inclusive of NMGRT)	Original Contract Times: 481 Calendar Days
Increase from previously approved Change Orders $ 294,446.51 (Inclusive of NMGRT)	Increase from previously approved Change Orders 52 Calendar Days
Contract Price prior to this Change Order: $ 11,955,679.71 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 533 Calendar Days

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Increase of this Change Order: $ 750,968.20 (Inclusive of NMGRT)	Increase of this Change Order: 13 Calendar Days
Contract Price incorporating this Change Order: $ 12,706,647.91 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 546 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title Senior Client Service Manager	Title	Title President/CEO
Date July 1, 2021	Date	Date 7/1/21

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC ,CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 12, 2021 15:42 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Project No. 101065

Change Order No. 2
Justification

JUSTIFICATION

COP No. 1: Blower Outlet Piping Revisions	**Amount:** $56,392.43

Description of Change:

This COP involves three revisions to the new blower outlet piping:

1. Change the size of the outlet pipe from 14" to 16": The blower manufacturer recommended 16" stainless-steel outlet piping for optimal performance and to match the output on the combined diffuser cone silencer.
2. Separate the blower piping order from the aeration basin air piping: The aeration basin stainless steel piping was needed on site to complete work in the aeration basins per the schedule and the blower piping revisions/design were ongoing, so the order was separated. For the blower piping, this resulted in additional freight and higher material costs as less material was ordered at one time.
3. Reroute discharge piping to match blower configuration: The location of the air outlet and blow-off flanges on the blowers were in different locations on the blower than as shown on the contract drawings. The piping routing for both the blow-off and the outlet air was revised to accommodate the blower flange locations and existing piping connection points.

COP No. 13: Upsizing of Conductors for Mixer 22-10-28	**Amount:** $ 408.09

Description of Change:

Power conductors for new aeration basin mixer 22-10-28 were shown as "3-#12 phase and 1-#12 ground". The wire size required for the mixer is one size larger, #10. The cost-is the difference between providing #10 versus #12 wire.

COP No. 14: Removal of Sludge from North Aeration Basin – (March 4th Spill)	**Amount:** $ 71,250.00 **Time Extension:** 4-days
Description of Change: On the night of March 4, 2021, the South Aeration Basin had overflowed into the North Aeration Basin. On the morning of March 5, 2021, RMCI notified onsite plant operations of the issue. Carollo issued a Work Change Directive authorizing RMCI to remove the sludge from the North Aeration Basin. RMCI performed the work March 8th - 11th, and again on March 15th. A total of one hundred ninety (190) cubic yards of sludge was removed from the basin. The total cost for removal is based on the unit price of the Sludge Removal Allowance in the contract.	
COP No. 15: Removal of Sludge from North Aeration Basin - (March 17th Spill)	**Amount:** $ 3,750.00 **Time Extension:** 1-day
Description of Change: On the afternoon of March 17, 2021, the South Aeration Basin overflowed into the North Aeration Basin. Carollo issued a Work Change Directive authorizing RMCI to remove the sludge from the North Aeration Basin. RMCI performed the work March 24th. A total of ten (10) cubic yards of sludge was removed from the basin. The total cost for removal is based on the unit price of the Sludge Removal Allowance in the contract.	
COP No. 16: Revisions to Existing Blower Building PLC Panel	**Amount:** $ 8,997.04
Description of Change: The Contract Documents call for the removal of the existing blower alarm panel as part of the demolition and replacement of the Turbulex blower system. It was discovered that the panel contained a PLC (DTC-1) that was a vital part of the existing DH+ network and not associated with the blower system and needed to remain in service. RMCI was issued a Design Clarification to revise the demolition of the alarm panel to preserve and remount PLC DTC-1.	
COP No. 17: Trench Drain Credit	**Amount:** $ (7,176.24)
Description of Change: The Contract Documents state that the contractor shall remove a portion of an existing concrete pad and trench drain in the vicinity of the Administration Building for installation of a new duct bank. The installation of new duct bank did not require the demolition and replacement of the existing concrete pad and trench drain. The COP represents the credit for deleting this portion of work.	

COP No. 18: Replacement of Aeration Basins Process Analyzers	**Amount:** $ 128,548.30

Description of Change:

The existing process analyzers (Dissolved Oxygen and Ammonia) for the aeration basins are manufactured by HACH. The project required replacement of four (4) probes for the Dissolved Oxygen (DO) analyzers. At the beginning of construction, The City requested that all HACH instruments (DO and Ammonia analyzers) for both aeration basins be replaced with equivalent units as manufactured by YSI. The change in manufacturer required revisions to the electrical conduit and wiring schedule (power and instrumentation) to accommodate the additional wiring associated with the YSI analyzers.

COP No. 19: VFD Conduit Routing Revisions – WAS Pumps	**Amount:** $ 11,400.69 **Time Extension**: 4-days

Description of Change:

New conduit and wiring were depicted on the Contract Drawings for four (4) pumps associated with the DAF Facility. These pumps are operated via VFD. The Contract Drawings show the VFD units for each pump to mounted in the MCC bucket. The actual configuration of the system has the VFD in individual remote cabinets from the MCCs. The MCC buckets contain only the breaker for the pumps and VFD. Carollo issued a Design Clarification to revise the conduit and wiring for these pumps to accommodate the remote configuration of the VFDs.

COP No. 20: DAF Building Actuated Valves and Flow Meter Locations Electrical Work	**Amount:** $ 25,983.24 **Time Extension**: 4-days

Description of Change:

The project involves work in the DAF building to change the actuators on various valves and to add a flow meter to TWAS pipeline. The mechanical drawings did not show the location of the flow meter or the pipe fittings required for the installation. Drawing 51M01 Keynotes 1 & 4 show the hand wheel and chain actuators to be replaced with electric actuated valves in the south east corner of the DAF building. Drawing 51E01 shows two valves EAM-51-00-03, EAM-51-00-01 in a different location along the center of the east wall to be added and powered. A Design Clarification was issued to clarify the location of the valves. This resulted in a re-work of the conduits and wire in place with new longer conduit and wiring runs for the new actuators. This COP is for the Electrical work associated with these revisions.

COP No. 21: DAF Building Actuated Valves and Flow Meter Locations Mechanical Work	**Amount:** $ 5,966.15

Description of Change:

The project involves work in the DAF building to change the actuators on various valves and to add a flow meter to TWAS pipeline. The mechanical drawings did not show the location of the flow meter or the pipe fittings required for the installation. Drawing 51M01 Keynotes 1 & 4 show the hand wheel and chain actuators to be replaced with electric actuated valves in the south east corner of the DAF building.

Drawing 51E01 shows two valves EAM-51-00-03, EAM-51-00-01 in a different location along the center of the east wall to be added and powered. A Design Clarification was issued to clarify the location of the valves. This resulted in a re-work of the conduits and wire in place with new longer conduit and wiring runs for the new actuators. This COP is for the Mechanical work associated with these revisions.

COP No. 22: Additional Pump Required for By-pass Pumping – South Aeration Basin	**Amount:** $ 10,890.82

Description of Change:

An additional pump was required for by-pass flows to the South Aeration Basin to allow for the replacement of the inlet gate on the North Aeration Basin. The rationale for the need of this additional pump for the by-pass operation was addressed in Change Order No. 1 where an additional pump was required for performing the same work on the South Aeration Basin. The background for this change was provided in Change Order No. 1 and is provided again below for reference:

Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously. Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.

Additional Sludge Hauling (963 CY) – South Aeration Basin	**Amount:** $ 361,125.00

Description of Change:

The contract contains an allowance for the removal of sludge built-up on the bottom of the North and South Aeration Basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on pervious experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the North Aeration

Basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the North and South Aeration Basins. The costs associated with the removal of the additional sludge quantities in the North Aeration Basin were covered in Change Order No. 1. This COP covers the costs for the removal of 963 cubic yards of sludge in the South Aeration Basin compensated at the unit price provided in the bid.

Increase Bid Allowance for Material Testing	**Amount:** $ 15,000.00

Description of Change:

The contract provided an allowance of $20,000 for material testing associated with the project. The amount of material testing performed to date has approached the limit of the allowance amount. It was decided to increase the allowance by an additional $15,000 to cover the anticipated costs for material testing to complete the project.

END OF DOCUMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201962**

Contractor: **RMCI Inc.**

Description: **Anaerobic Digesters**
WWM2050001

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: **5/27/20** Term End Date: **6/30/24**

☑ Approved by Council Date: **5/27/20**

Contract / Lease: **Conctract**

Amendment # **CO #2** to the Original Contract / Lease # **20-0251**

Increase/(Decrease) Amount $ $750,968.20

Extend Termination Date to: **Increase contract amount, term and scope**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension add 52 calendar days**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 $11,661,233.20

Change Order#1 #21-0234 $294,446.51

3. **Procurement History:** **20/17/B**

Fran Dunaway (Aug 23, 2021 08:59 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: final year of a 4 year contract.

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Andy Hopkins (Aug 20, 2021 10:00 MDT) Aug 20, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

RMCIINC-01 KPATTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Kenly Smith PHONE (A/C, No, Ext): (505) 262-9473 FAX (A/C, No): E-MAIL ADDRESS: kenly.smith@hubinternational.com
INSURED RMCI, Inc. P.O. Box 91447 Albuquerque, NM 87199	INSURER A : The Phoenix Insurance Company 25623 INSURER B : Charter Oak Fire Insurance Company 25615 INSURER C : The New Mexico Contractors Comp Trust Self-Insurance Fund INSURER D : Travelers Property Casualty Company of America 25674 INSURER E : St. Paul Surplus Lines Insurance Company 30481 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X PD Deductible $2500 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	DT-CO-6013B636-PHX-21	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	810-3L405486-21-26-G	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	0041A	1/1/2021	1/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders Risk			QT-660-143D2218-TIL-21	2/1/2021	2/1/2022	Max Per Project	30,000,000
E	Pollution			ZCE-16N73520	2/1/2021	2/1/2022	Ded $25,000	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

SEE ATTACHED ACORD 101

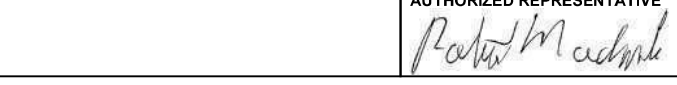
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave Room 122
Santa Fe, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: RMCI INC
DBA: RMCI INC

Business Location: P.O. BOX 91447
ALBUQUERQUE, NM 87199

CRS Number: 02157665003

Owner: RMCI INC

License Number: 223524

License Type: Business License - Renewable

Issued Date: December 09, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 09, 2021

Fees Paid: $10.00

RMCI INC
P.O. BOX 91447
ALBUQUERQUE, NM 87199

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilites/Wastewater Staff Name Mike Dozier

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☑	☐	ITB
☑	☐	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Efran Morales, WWMD — Efren Morales (Aug 16, 2021 07:36 MDT) — 8-16-2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway (Aug 23, 2021 08:59 MDT) — Chief Procurement Officer — Aug 23, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,446.51 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance
PL# WWM2050001

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,446**.**51 from WWMD Enterprise Fund cash balances**.**

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ITEM # **21-0243**
MUNIS # 3201962

Change Order No. 1

Date of Issuance:	3/31/201	Effective Date: 3/31/21	
Owner:	City of Santa Fe, NM	Owner's Contract No.:	CIP #957
Contractor:	RMCI, Inc.	Contractor's Project No.:	2006
Engineer:	Carollo Engineers, Inc.	Engineer's Project No.:	11283A.20
Project:	Paseo Real Wastewater Treatment Plant – Aeration Improvements	Contract Name:	Paseo Real Wastewater Treatment Plant – Aeration Improvements

The Contract is modified as follows upon execution of this Change Order:

1. Modifications to Specification Section 01140 – Work Restrictions..... No Cost
2. Additional Sludge Hauling – North Aeration Basin..... $80,625.00
3. COP No. 2 - Revise Model of Centrate Pumps to Match Digester Pumps $11,994.77
4. COP No. 3 - Revisions to Electrically Actuated Valve Schedule ..... $ 6,186.07
5. COP No. 4 – Revise EQ Tank Sump Pump from Duplex to Simplex ..... $(27,450.80)
6. COP No. 5 – Provide Remote Transmitters for Thermal Mass Flow Meters $34,445.90
7. COP No. 6 – Upsize Misc. Electrical Conduits in Ductbanks $11,538.16
8. COP No. 8 – Additional Pumps Required for By-pass Pumping – North Aeration Basin $60,900.98
9. COP No. 9 – Modifications to Scum Trough Discharge Piping ..... $ 477.14
10. COP No. 10 – Concrete Equipment Pad for LCP-220 ..... $ 2,583.79
11. COP No. 11 – Replacement of Existing Aeration Basins Air Piping Supports $84,901.97
12. COP No. 12 – Clean Existing Diffuser Grid Piping – North Basin, Pass A-2 ..... $ 5,332.71
13. New Mexico Gross Receipts Tax @ 8.4375% $22,910.82

TOTAL $294,446.51

Attachments: *Change Order No. 1 Justification Summary with RMCI Pricing Attachments.*

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 11,661,233.20 (Inclusive of NMGRT)	Original Contract Times: 481 Calendar Days
Increase from previously approved Change Orders $ N/A	Increase from previously approved Change Orders N/A
Contract Price prior to this Change Order: $ 11,661,233.20 (Inclusive of NMGRT)	Contract Times prior to this Change Order: 481 Calendar Days

Increase of this Change Order: $ 294,446.51 (Inclusive of NMGRT)	Increase of this Change Order: 52 Calendar Days
Contract Price incorporating this Change Order: $ 11,955,679.71 (Inclusive of NMGRT)	Contract Times with all approved Change Orders: 533 Calendar Days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Carollo Engineers, Inc.	City of Santa Fe, NM	RMCI, Inc.
Title Senior Client Service Manager	Title MAYOR	Title President/CEO
Date April 31, 2021	Date May 28, 2021	Date 3-31-21

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK GB MTG 05/26/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Apr 20, 2021 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:04 MDT)

MARY MCCOY, FINANCE DIRECTOR

5000375.572970 AJH
AJH

Project No. 101065

Change Order No. 1
Justification

JUSTIFICATION

Modifications to Specification Section 01140 – Work Restrictions	**Amount:** $ No Cost

Description of Change:

Specification Section 01140 – Work Restrictions, limited the months of the year that the contractor could have an aeration basin out of service. Work requiring drainage of a basin was restricted to the months between the beginning of May and the end of October. Restricting the drainage of a basin to the warmer months of the year was done to provide the City the ability to adequately treat the total flow of the plant through one aeration basin. During the winter months prior to the execution of the contract, the City had successfully treated the total flow of the plant utilizing one basin. Because the City demonstrated the ability to effectively treat the plant's total flow through one basin year-round, the City elected to eliminate the restraint on the time of year an aeration basin could be removed from service and drained.

Additional Sludge Hauling – North Aeration Basin	**Amount:** $ 80,625.00

Description of Change:

The contract contains an allowance for the removal of sludge built-up on the bottom of the north and south aeration basin when each basin is drained. An estimate was made as to the total quantity of sludge that would be present in the basins and was used to set the quantity of the allowance in the bid form. The estimate of the total quantity of sludge to be removed from both basins was 365 cubic yards. It was derived based on pervious experiences of the City when removing basins from service and observing the quantity of sludge remaining in the drained basin. Upon the draining of the north basin, it became evident that the amount of sludge remaining in the basin was significantly more than anticipated. The contractor was directed to remove all the sludge from the basin and would be compensated for the removal based on the unit price provided with the bid. The final quantity of sludge removed from the basin was 580 cubic yards which represented 215 cubic yards more than the total estimated quantity of sludge for both the north and south basin.

COP No. 2: Revise Model of Centrate Pumps to Match Digester Pumps	**Amount:** $ 11,994.77

Description of Change:

The City requested to have the pumps associated with the equalization tank revised to be the same manufacturer and model number as the pumps installed at the new digester complex. This change would reduce the number of spare parts required to be warehoused by the City. Borger pumps were installed at the new digesters. They are model number CL 390 with 10 hp motors and operate in a flow range of 125 to 250 gpm. Carollo determined that the requested pump will operate in the flow and pressure ranges designed for the equalization pump system.

COP No. 3: Revisions to Electrically Actuated Valve Schedule	**Amount:** $ 6,186.07

Description of Change:

The Intelligent Actuator Schedule as depicted in Specification Section 13447 was incorrect. The type of valve and valve sizing on various valves were depicted incorrectly. An updated schedule is provided as part of a Design Clarification and further refined in responses to Requests for Information.

COP No. 4: Revise EQ Tank Sump Pump from Duplex to Simplex	**Amount:** $ (27,450.80)

Description of Change:

The sump pump system in equalization tank the pump station was changed from a duplex pump system to a simplex (1 pump) system. Addendum No. 2 to the project erroneously changed the sump pump system from a simplex to a duplex system. A simplex system is required for the configuration of the sump. The NEMA 7 Vendor Control Panel was also deleted as it is not required because the drawings provide for the MCC to have a full voltage non-reversing starter and a local control panel.

COP No. 5: Provide Remote Transmitters for Thermal Mass Flow Meters	**Amount:** $ 34,445.90

Description of Change:

The ISA data sheet in Section 17305 for the thermal mass flow meters shows the transmitter as integral, as does detail NF112 on Drawing 99TN01. Drawing 22E04 shows the flow element as being remote from the transmitter for: FE/FIT-22-01-3, 5, 8, 13 and FE/FIT-22-02-3, 5, 8, 13. This change was to revise the thermal gas flowmeters so that they would be provided with remote indicators.

COP No. 6: Upsize Misc. Electrical Conduits in Ductbanks	**Amount:** $ 11,538.16

Description of Change:

Specification section 16130-3.03.-D.2.d shows a minimum ductbank conduit size of 2" for all ductbank conduit. The conduit ID labels shown on drawing 02E01 and the conduit schedules show conduits smaller than 2". Conduits L-83-030, L-83-031, L-83-032, and S-22-003 have been revised from ¾” to 2”.

COP No. 8: Additional Pumps Required for By-pass Pumping – North Aeration Basin	**Amount:** $ 60,900.98 **Time Extension**: 20-days

Description of Change:

Specification Section 01140 1.06.C.2 shows the bypass pumping requirements for the project. This section specified a minimum flow of one and one-half (1 ½) million gallons per day with a maximum flow of ten (10) million gallons per day, and an average flow of six and one-half (6 ½) million gallons per day. The bypass system was to be set up from the anoxic basin to the north aeration basin (in operation) and was provided with a one hundred (100) percent redundancy. RMCI confirmed this peak flow with the City (Alan MacGregor) prior to bringing out the bypass system. RMCI brought out two (2) pumps capable of ten (10) million gallons per day peak flow per pump. Upon startup of these pumps, it was found that the by-pass system could not keep up with the peak flow in the Anoxic Basin with one pump. With two (2) pumps operational, the by-pass system was still unable to keep up with the incoming flows. RMCI worked with the pump manufacturer to trouble shoot the pumps. The pump manufacturer insisted the issue was not with the pumps or the set-up of the bypass. RMCI ordered two (2) in line flow meters to monitor the amount of fluid being pumped and installed these flow meters on the bypass, using them in conjunction with two doppler flow meters. The flow meters proved one pump could handle ten (10) million gallons per day and two pumps could handle twenty (20) million gallons per day. There was substantially more flow being introduced in the anoxic basin verses what was specified. The numbers provided in the Specifications did not include the RAS return of five (5) million gallons of fluid per day. In addition, the plant was back feeding from the aeration basin to the anoxic basin through the MLS return valves. Once plant operations were able to isolate the valves, RMCI was able to keep up with the peak flow with two (2) pumps running simultaneously (this included the additional flow coming from the RAS return). Using both pumps did not allow for any redundancy. Design Clarification No. 005 and Work Change Directive No. 001 was issued to reduce the redundancy to fifty (50) percent and authorized RMCI to rent a third pump.

COP No. 9: Modifications to Scum Trough Discharge Piping	**Amount:** $ 477.14

Description of Change:

The centerline elevation for the scum trough was revised after the design phase to accommodate the various operating regimes of the aeration basins. The information to determine water surface elevations in the aeration basins under all operating schemes was not available during design. It could only be obtained from observation of operating the plant with only one aeration basin in service. This revision resulted in other changes to the scum trough system that were detailed in a Design Clarification. These modifications include:

1. Location of the scum trough moved approximately 10'-4" from the centerline of the scum manhole.
2. The centerline of the scum trough is at elevation -2.26. This is based on a reference elevation of 0.00 for the top of exterior wall of the aeration basin.
3. Addition of a 12" gate valve to the discharge piping.
4. Scum pipe material changed from SST to PVC – SDR 35 with push on joints.

5. Addition of a Fernco coupling at the discharge of the scum trough from the aeration basin.
7. Revisions to the layout of the stairs and platform.

COP No. 10: Concrete Equipment Pad for LCP-220	**Amount:** $ 2,583.79

Description of Change:

LCP-220 requires and equipment pad. The contract Documents did not call out for an equipment pad for this LCP. This change is for a concrete equipment pad to be placed under LCP-220.

COP No. 11: Replacement of Existing Aeration Basins Air Piping Supports	**Amount:** $ 84,901.97 **Time Extension**: 30 days

Description of Change:

The pipe supports for the existing air piping in both the north and south aeration basin are corroding and past their useful life. The contractor was directed to replace all of the existing aluminum pipe supports with stainless-steel pipe supports on the existing air piping in the north and south aeration basins. A total of 80 pipe supports were installed.

COP No. 12: Clean Existing Diffuser Grid Piping, North Basin, Pass A-2	**Amount:** $ 5,332.71 **Time Extension**: 2 days

Description of Change:

The continuous purge piping had broken from the manifold header and allowed sludge to get into the PVC manifold and grid piping and dry. RMCI disassembled the grid distribution piping, at the spline joints, and each twenty-foot section was cleaned using a pressure washer with a jetting nozzle and extended wand. The manifold piping was disconnected from the stainless-steel piping and the tee near the stainless-steel connection was rotated to allow for drainage. The jetting nozzle of the pressure washer was inserted into each end of the distribution grid openings allowing the cleaning to take place. The continuous purge piping was reconnected to the manifold end cap and the 0-rings were replaced when the grid distribution piping was reassembled.

END OF DOCUMENT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201962**

Contractor: **RMCI Inc.**

Description: **Anaerobic Digesters**
WWM2050001

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **5/27/20** Term End Date: **6/30/24**

☑ Approved by Council Date: **5/27/20**

Contract / Lease: **Conctract**

Amendment # **Change Order #1** to the Original Contract / Lease # **20-0251**

Increase/(Decrease) Amount $ **0294,446.51**

Extend Termination Date to: **Increase contract amount and scope**

☑ Approved by Council Date: **Pending**

Amendment is for: **term extension**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original Contract #20-0251 $11,661,233.20

3. **Procurement History:** **20/17/B**

Fran Delaway (May 3, 2021 8:20 MDT) May 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend-C/O to increase comp and scope

4. **Funding Source:** **WWMD CIP Enterprise Fund** **Org / Object:** **5000375.572970**

Andy Hopkins (Apr 29, 2021 14:07 MDT) Apr 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: RMCI, INC.

Procurement Title: CIP# 957 Aeration Improvement Project

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☑ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilites/Wastewater Staff Name Mike Dozier

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
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☑	☐	Executed Contract, Agreement or Amendment
☑	☐	Current Business Registration and CRS numbers on contract or agreement
☑	☐	Summary of Contracts and Agreements form
☑	☐	Certificate of Insurance
☑	☐	All documentation presented to Committees
☐	☑	Other:

Mike Dozier, WWMD Director — Michael Dozier (Apr 19, 2021 13:37 MDT) — 4-19-21

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Delaway (May 3, 2021 8:20 MDT) — Chief Procurement Officer — May 3, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe, New Mexico
Memorandum

DATE: **April 14, 2021**

TO: **Governing Body**
Finance Committee
Public Works/Public Utilities Committee

VIA: **Shannon Jones, Public Utilities Department Director** SJ

FROM: **Michael Dozier, Wastewater Management Division Director** MD

ITEM AND ISSUE:

Request for Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc. for an increase of $294,447 (Michael Dozier, Wastewater Management Division Director: mldozier@santafenm.gov, 505-955-4642)

BACKGROUND AND SUMMARY:

In January 2019, the City contracted with Carollo Engineer Inc. to assist with a design of the Aeration Improvement Project. Through data collection and modeling, Carollo detailed the aeration improvements in each of the two basins should have a tapered down approach from the A to C passes, and a new grid would be installed in the D pass for times when a boost is needed for nitrification. Also recommending the purchase and installation of new turbo blowers as part of this project. The City's Wastewater aeration basins will also see improvements of scum removal system, and replacement of sluice gates. The north section of the Administration building's roof would also need replacing to accommodate the new blower system.

CO#1
In change order #1 additional sludge hauling, pump, valve changes, and pipe supports in the aeration basins created additional costs not encapsulated in the original contract. Duct banks previously sized were enlarged to accommodate modified motor control center wiring. When bypass pumping was tested the original calculated pump capacity was not sufficient. An additional pump was sourced to safely perform the bypass pumping.

PROCUREMENT METHOD:

Procurement method: Construction Bid: Bid number '20/17/B

FUNDING SOURCE:

Fund Name/Number: WWMD Enterprise Fund/Fund 500/Cash Balance

BAR FUNDS TO:

Munis Org Name/Number: WW Engineering/5000375
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:

Approval of a BAR to fund Change Order #1 to CIP #957 Aeriation Project Bid number '20/17/B with RMCI Inc**.** for an increase in the amount of $294,447 from WWMD Enterprise Fund cash balances**.**

Log # *{Finance use only}*:

Batch # *{Finance use only}*:

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Waste Water	4/19/2021

	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES			*{enter as positive #}*	*{enter as negative #}*
5000375	57	WWM2050001	294,447	

REVENUES			*{enter as negative #}*	*{enter as positive #}*

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in WWMD Enterprise Fund for the contract change order #1 with the RMCI Inc for Aeration Project

$ 294,447	$ -

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
500	(294,447)

TOTAL: **(294,447)**

{Use this form for Finance Committee/ City Council agenda items ONLY}

Maya Martinez — Prepared By *{print name}* — 4/19/2021 Date

Budget Officer — Date

CITY COUNCIL APPROVAL

Division Director Signature *{optional}* — Date

City Council Approval Date

Finance Director *{≤ $5,000}* — Date

Department Director Signature — Date

Agenda Item #:

City Manager *{≤ $60,000}* — Date

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUSE NO. 7c

Request for Approval of Change Order #2 to CIP #957 Aeration, Project, Bid number '20/17/B with RMCI Inc. for an increase in the amount of $750,968.20. (Efran Morales, Wastewater Management Plant Supervisor, emmorales@santafenm.gov, 955-4618)
1) Request of a BAR (Budget Adjustment Resolution) from the Wastewater Enterprise Fund in the amount of $750,968.20

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to 09/20/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200428

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0591

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$225,000.00].

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate two thousand and fourteen dollars ($2,0140.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and

twenty cents ($809.20) per unduplicated person served for Tier I home care services and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY22 for up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

B. Payment in FY 21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Coming Home Connection

_____
NAME & TITLE Executive Director

Date: 7/23/21
CRS# _____
Business Reg. No._____

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AJH
MUNIS ORG/OBJ AJH

Item #21-0189

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0591

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and COMING HOME CONNECTION (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 14, 2021

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV

GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez

Marcos Martinez (Jan 11, 2021 13:58 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director

Alexis Lotero, Assistant Finance Director (May 14, 2021 10:45 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL

MUNIS ORG/OBJ AL

CONTRACTOR:
Coming Home Connection

NAME &TITLE

Date 1/18/2021

CRS# Exempt

Business License#48763

ITEM # 19-0591

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **COMING HOME CONNECTION**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☒ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Home care services to a minimum of 40 unduplicated adult individuals and/or families x $809.20 per individual adult/family.

   b. Navigation services to a minimum of 18 unduplicated adult individuals and/or families x $2,014.00 per individual adult/family.

   c. Equipment Loan services at 160 per year x $62.50 per loan.

2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients receiving home care, and # Equipment exchanges; and

2) # or % of professional caregivers improving their hard and soft care skills; and

3) # of home care clients reporting a decrease in falls over or after 4 months of receiving care, % of home care clients reporting a decrease in falls over or after 4 months of receiving care; and

4) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$150,000.00].

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY20, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two thousand and fourteen dollars ($2,014.00) per unduplicated person served for Tier II services, a rate of eight hundred and nine dollars and twenty cents ($809.20) per unduplicated person served for Tier I home care services, and sixty-two dollars and fifty cents ($62.50) for Tier I equipment loan services in FY21, up to a total of seventy five thousand dollars ($75,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND*

REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in

connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Coming Home Connection, 418 Cerrillos Road, Unit 27, frances@cominghomeconnection.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Coming Home Connection

NAME: FRANCES SALLES
TITLE: EXECUTIVE DIRECTOR

DATE: 6/28/19

CRS# EXEMPT
REGISTRATION# 19-00048763

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8.29.2019

APPROVED AS TO FORM:

By ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: COMING HOME CONNECTION
DBA: COMING HOME CONNECTION

Business Location: 418 CERRILLOS RD 27
SANTA FE , NM 87501

CRS Number: 02409957001

Owner: Jodee Powers

License Number: 48763

License Type: Business License - Renewable

Issued Date: January 18, 2021

Classification: Business Registration - Standard

Expiration Date: January 18, 2022

Fees Paid: $35.00

COMING HOME CONNECTION
418 CERRILLOS RD 27 M
SANTA FE , NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Infinity Commercial Insurance Inc dba Infinity Insurance Partners 4455 E Camelback Rd Ste E-260 Phoenix AZ 85018	**CONTACT NAME:** Insurance Certificates **PHONE (A/C, No, Ext):** 602-512-1319 **FAX (A/C, No):** 602-391-2821 **E-MAIL ADDRESS:** certificates@infinityinspart.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Lloyds of London **INSURER B :** CopperPoint Casualty Insurance Company / 13210 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED THECOMI-01 The Coming Home Connection, Inc. 418 Cerrillos Rd Ste 23 and Ste 24 Santa Fe NM 87501	

COVERAGES **CERTIFICATE NUMBER:** 1204385762 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HAHA21-0213	2/12/2021	2/12/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 50,000 $ 5,000 $ Included $ 2,000,000 $ Included $ 2,500
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			HAHA21-0213	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1022371	2/13/2021	2/13/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Professional Liability Claims-Made & Incident Sensitive Retroactive Date 2/12/2016			HAHA21-0213	2/12/2021	2/12/2022	Per Claim Limit Aggregate Limit Deductible	$1,000,000 $2,000,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sexual Misconduct coverage included in Professional Liability: $1,000,000 per claim; $2,000,000 aggregate; $2,500 deductible; retroactive date 2/12/2017

Subject to all policy terms, conditions and exclusions.

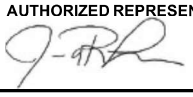
CERTIFICATE HOLDER

Verification of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200428**

Contractor: **Coming Home Connection**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0591**

Increase/(Decrease) Amount $ **225,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Dunaway (Aug 23, 2021 14:02 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:52 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coming Home Connection

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 14:02 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Kyra Ochoa
Kyra Ochoa (Aug 18, 2021 14:59 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7b

Request for approval of Amendment No. 2 to contract #19-0591 for Coming Home Connection to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:

Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

---

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0589 for Esperanza Shelter to increase compensation an additional $43,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $129,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200450

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0589

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ESPERANZA SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$129,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred and ten dollars ($310.00) per unduplicated person served for Tier II services in FY22, for up to a total of forty-three thousand

($43,000.00), including gross receipts tax.

3. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
Esperanza Shelter

DocuSigned by:
Anji Estrellas
BA19BAE1GDBC42F...
NAME & TITLE Anji Estrellas Executive Director

Date: 7/23/2021 | 1:57 PM MDT

CRS# 01-190955-002

Business Reg. No. 222552

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:37 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0589

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ESPERANZA SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30th 2022 unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 14, 2021

CONTRACTOR:
Esperanza Shelter

Anji Estrellas, Executive Director

Date: 1-26-21
CRS :#01190955002
BUSINESS LICENSE# 222552

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV
GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11 2021 14:01 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 14, 2021 10:54 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

Item # 19-0589

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ESPERANZA SHELTER**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☒ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 138 unduplicated adult individuals and/or families x $310.00 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe residents ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent

for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % of clients meeting their goals; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$86,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred and ten dollars ($310.00) per unduplicated person served for Tier II services in FY20, up to a total of forty-three thousand dollars ($43,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of three hundred and ten dollars ($310.00) per unduplicated person served for Tier II services in FY21, up to a total of forty-three thousand dollars ($43,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days

after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient

appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this

Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Esperanza Shelter, 3130 Rufina Street, director@esperanzashelter.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. **Fiscal Year Quarters:**	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Esperanza Shelter

NAME: Aiyi Estrellas
TITLE: Executive Director

DATE: 7-2-19

CRS# EXEMPT
REGISTRATION# 19-00112599

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5-29-2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ESPERANZA SHELTER INC
DBA: ESPERANZA SHELTER INC

Business Location: 3130 RUFINA ST
SANTA FE, NM 87507

Owner: ESPERANZA SHELTER INC

License Number: 222552

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 01190955002

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

ESPERANZA SHELTER INC
3130 RUFINA ST
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ESPESHE-01 JSANCHEZ3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: Johanna Sanchez PHONE (A/C, No, Ext): (505) 992-1849 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: johanna.sanchez@hubinternational.com
INSURED Esperanza Shelter for Battered Families, Inc. 3130 Rufina Street Santa Fe, NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Great American Insurance Company — 16691 INSURER B : Great American Alliance Insurance Company — 26832 INSURER C : New Mexico Business Insurance Company INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PAC2276830 03	11/1/2020	11/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Li	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP2276829 03	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UMB2276831 03	11/1/2020	11/1/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		40376118	11/20/2020	11/20/2021	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Accident Policy			BSRE224530-1	11/1/2020	11/1/2021	Aggregate	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

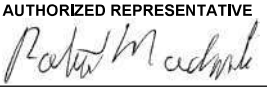
CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CG 20 26 (Ed. 12/19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF SANTA FE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. Required by the contract or agreement; or

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2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Esperanza Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 23, 2021 13:22 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200450**

Contractor: **Esperanza Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0589**

Increase/(Decrease) Amount $ **129,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 13:22 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend to extend - An amendment was done for only for compensation prior to July 1, 2021- Correcting extension

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 12:46 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

Signature: Kyra Ochoa
Kyra Ochoa (Aug 18, 2021 13:21 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7c

Request for approval of Amendment No. 2 to contract #19-0589 for Esperanza Shelter to increase compensation an additional $43,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $129,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:

Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0586 for the Food Depot to increase compensation an additional $57,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $171,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200474

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0586

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE FOOD DEPOT (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, paragraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2, paragraph A reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$171,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty three dollars ($253.00) per unduplicated person served for Tier II services, and at the rate of one hundred and

sixty nine dollars ($169.00) per unduplicated person served for Tier I services in FY22 for up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

B. Payment in FY 21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
The Food Depot

Deputy Director
NAME & TITLE

Date: 7/30/21
CRS# _____
Business Reg. No._____

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 13:39 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0586

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and The Food Depot (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 75 clients x $253.00 per individual adult/family for a total of $18,975.00.

4) Safety net services to a minimum of 225 clients at $169.00 per individual adult/family for a total of $38,025.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 75 clients x $253.00 per individual adult/family at $18,975.00 and safety net services to a minimum of 225 clients x $169.00 per individual adult/family at $38,025.00 . Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty three dollars ($253.00) per unduplicated person served for Tier II services and one hundred and sixty nine dollars ($169.00) per individual adult/family receiving safety net services in FY21 for up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 3, 2021

CONTRACTOR:
The Food Depot

Sherry S. Harper, Executive Director
NAME & TITLE

Date: January 18, 2021

ATTEST:

Kristine Mihelcic (May 4, 2021 15:58 MDT)

KRISTINE MIHELCIC, CITY CLERK
GB Mtg 04/14/2021

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Jan 14, 2021 09:32 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director
Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:06 MDT)
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0586

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE FOOD DEPOT**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 1,000 unduplicated adult individuals and/or families x $53.68 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % of food distributed in Santa Fe County; # of agencies with improved nutrition; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$114,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY20, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of fifty three dollars and sixty eight cents ($53.68) per unduplicated person served for Tier II services in FY21, up to a total of fifty-seven thousand dollars ($57,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Food Depot, 1222 A Siler Road, shooper@thefooddepot.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Food Depot

NAME: Sherry F. Hooper
TITLE: Executive Director

DATE: 7-3-19

CRS# EXEMPT
REGISTRATION# 19-00059520

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
BCC mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: THE FOOD DEPOT
DBA: THE FOOD DEPOT

Business Location: 1222 SILER RD
SANTA FE, NM 87505

Owner: JUDITH SCARVIE

License Number: 225105

Issued Date: January 28, 2021

Expiration Date: January 28, 2022

CRS Number: 02-267847-00-6

License Type: Business License - Renewable

Classification: Business Registration - Food Sales

Fees Paid: $35.00

THE FOOD DEPOT
1222 SILER RD A
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Marcella Nellist **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Cincinnati Insurance Companies
INSURED (505) 471-1633 Food Depot, Inc. 1222A Siler Road Santa Fe NM 87507	**INSURER B :** New Mexico Assurance Company 13675 **INSURER C :** United States Liability Insura 25895 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28759 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			EPP 0214646	10/12/2020	10/12/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Empl Benefits Liab	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1M/3M
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			EPP 0214646	10/12/2020	10/12/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ none			EPP 0214646	10/12/2020	10/12/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			20870.123	10/13/2020	10/13/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
C	Directors and Officers			NDO1559745C	10/13/2020	10/13/2021	Limit	$ 1,000,000
C	Employment Practices Liab			NDO1559745C	10/13/2020	10/13/2021	Limit	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe
Community Services Department
200 Lincoln Ave Room 122

Santa Fe NM 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Food Depot

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 13:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200474**

Contractor: **The Food Depot**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0586**

Increase/(Decrease) Amount $ **171,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 13:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 12:45 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7d Request for approval of Amendment No. 2 to contract #19-0586 for the Food Depot to increase compensation an additional $57,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $171,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** JJS

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it

receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** JJS

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it

receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** JJS

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200483

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$450,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00)

per unduplicated person served for Tier I services in FY22 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date:_____

CONTRACTOR:
Interfaith Shelter
Joseph Jordan-Berenis
Joseph Jordan-Berenis (Jul 23, 2021 11:44 EDT)
Joseph Jordan-Berenis, Interim Executive Director
NAME & TITLE

Date: Jul 23, 2021
CRS# 03-194010-00-2
Business Reg. No. 22294

ATTEST:

KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 08:16 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0593

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and INTERFAITH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
Interfaith Shelter

NAME & TITLE
JOSEPH JORDAN-BERENIS, EXECUTIVE DIRECTOR

Date: 1/12/20

CRS# Exempt

Business Reg.# 222294

ATTEST:

Kristine Mihelcic (May 28, 2021 15:35 MDT)

KRISTINE MIHELCIC CITY CLERK

GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 15:22 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0593

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **INTERFAITH COMMUNITY SHELTER GROUP, INC.** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 10 unduplicated adult individuals and/or families x $150.00 per individual adult/family.

   b. Safety net services to minimum of 900 unduplicated adult individuals and/or families x $165.00 per individual adult/family.

2) 1) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all

HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # of bed nights; # of meals; # of showers; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY20 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and fifty dollars ($150.00) per unduplicated person served for Tier II services, and at the rate of one hundred and sixty five dollars ($165.00) per unduplicated person served for Tier I services in FY21 for up to a total of one hundred and fifty thousand dollars ($150,000.00), including gross

receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without

written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it

receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Interfaith Community Shelter Group, Inc., PO BOX 22653, joe@interfaithsheltersf.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Interfaith Community Shelter Group, Inc.,

NAME: JOSEPH JORDAN-BERENS
TITLE: EXECUTIVE DIRECTOR

DATE: 7/1/2019

CRS# EXEMPT
REGISTRATION# 19-00045983

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCmtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: INTERFAITH COMMUNITY SHELTER
DBA: INTERFAITH COMMUNITY SHELTER

Business Location: 2801 CERRILLOS RD
SANTA FE, NM 87501

CRS Number: 03113253007

Owner: KENNETH SEMAON

License Number: 222294

License Type: Business License - Renewable

Issued Date: March 25, 2021

Classification: Business Registration - Standard

Expiration Date: March 25, 2022

Fees Paid: $35.00

INTERFAITH COMMUNITY SHELTER
PO BOX 22653
SANTA FE, NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

INTECOM-09 MMARTINEZ1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Melanie Martinez PHONE (A/C, No, Ext): (505) 428-4266 FAX (A/C, No): (866) 621-0427 E-MAIL ADDRESS: melanie.martinez@hubinternational.com
INSURED Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : New Mexico Employer's Assurance Company 13674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		PHPK2185709	11/1/2020	11/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			PHPK2185709	11/1/2020	11/1/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		63790.112	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Each Occurrence	1,000,000
A	Prof Liability			PHPK2185709	11/1/2020	11/1/2021	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: INTECOM-09 MMARTINEZ1

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Interfaith Community Shelter Group Inc. PO Box 22653 Santa Fe, NM 87502
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract of agreement, the City of Santa Fe is included as an additional insured with respects to general liability

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Interfaith Community Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 14:03 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200483**

Contractor: **Interfaith Community Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0593**

Increase/(Decrease) Amount $ **450,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 14:03 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 13:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7e Request for approval of Amendment No. 2 to contract #19-0593 for Interfaith Community Shelter to increase compensation an additional $150,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $450,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0590 for the Kitchen Angels to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200485

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0590

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and KITCHEN ANGELS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$150,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twenty nine dollars and three cents ($29.03) per unduplicated person served for Tier II services, and at the rate of two thousand seven

hundred and forty-one dollars and eighty-eighty cents ($2,741.88) per unduplicated person served for Tier I services in FY22 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
Kitchen Angels

Tonya Hopkins
NAME & TITLE Executive Director

Date: 26 July 2021
CRS# 02626457-00-7
Business Reg. No. 224767

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 09:06 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0590

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and KITCHEN ANGELS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 13, 2021

CONTRACTOR:
Kitchen Angels

NAME & TITLE

Date: 11 January 2021
CRS# Exempt
Business Registration#224767

ATTEST:

KRISTINE MIHELCIC CITY CLERK
GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 11, 2021 14:13 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (May 13, 2021 17:05 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

24100122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0590

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **KITCHEN ANGELS** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

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2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☒ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 215 unduplicated adult individuals and/or families x $29.03 per individual adult/family.

   b. Safety net services to minimum of 15.95 unduplicated adult individuals and/or families x $2,741.88 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious

food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % reported improved health; # or % reported improved diet; # or % reported improved reported improvement to afford basic needs; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$100,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twenty nine dollars and three cents ($29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eighty cents ($2,741.88) per unduplicated person served for Tier I services in FY20 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of twenty nine dollars and three cents ($29.03) per unduplicated person served for Tier II services, and at the rate of up to two thousand seven hundred and forty-one dollars and eighty-eighty cents ($2,741.88) per unduplicated person served for Tier I services in FY21 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of

termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Kitchen Angels, 1222 Siler Road, tmccarty@kitchenangels.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. **Fiscal Year Quarters:**	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Kitchen Angels

NAME & TITLE: executive director

DATE: 14 June 2019

CRS# EXEMPT
REGISTRATION# 19-00040240

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(c mtg 5.29.2019)

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: KITCHEN ANGELS
DBA: KITCHEN ANGELS

Business Location: 1222 SILER RD
SANTA FE, NM 87505

CRS Number: 02-265457-00-7

Owner: MIKE TYSON

License Number: 224767

License Type: Business License - Renewable

Issued Date: January 06, 2021

Classification: Business Registration - Food Sales

Expiration Date: January 06, 2022

Fees Paid: $35.00

KITCHEN ANGELS
1222 SILER RD
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Marcella Nellist **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
INSURED (505) 471-7780 Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Cincinnati Insurance Companies 10677 **INSURER B :** New Mexico Commercial Ins Co 13673 **INSURER C :** Philadelphia Indemnity Insuran 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32050 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			ETD0439625	06/25/2021	06/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	[ ] OTHER:						Empl Benefits Liab	$	1M/3M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	[ ] ANY AUTO			ETD0439625	06/25/2021	06/25/2022	BODILY INJURY (Per person)	$	
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
A	[X] UMBRELLA LIAB [X] OCCUR			ETD0439625	06/25/2021	06/25/2022	EACH OCCURRENCE	$	3,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$	3,000,000
	[ ] DED [X] RETENTION $ none						products/C-O&a-	$	3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			26556.124	06/21/2021	06/21/2022	[X] PER STATUTE [ ] OTH-ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Services			ETD0439625	06/25/2021	06/25/2022	Professional Liability	$	1,000,000
C	Accident Policy			PHPA078723	06/25/2021	06/25/2022	Medical Expense Max Benefit	$	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kitchen Angels

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 13:28 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200485**

Contractor: **Kitchen Angels**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0590**

Increase/(Decrease) Amount $ **150,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP# 19/31/P**

Fran Delaway (Aug 23, 2021 13:28 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Health and Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 12:45 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7f

Request for approval of Amendment No. 2 to contract #19-0590 for Kitchen Angels to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:

Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200585

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
GOOD AND SERVICES AGREEMENT
#19-0587

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE GOODS AND SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LA FAMILIA MEDICAL CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net services to adult's ages 18+.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is hereby amended to increase the compensation, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

FY22: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$225,000.00] including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
La Familia Medical Center

Chief Executive Officer
NAME & TITLE

Date: Jul 22, 2021
CRS# 01-781278-00-0
Business Reg. No. 55210

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 09:18 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1
TO
PROFESSIONAL SERVICES
AGREEMENT
#19-0587

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LA FAMILIA MEDICAL CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR
Date: Aug 5, 2021

CONTRACTOR:
La Familia Medical Center

JAY P. JOLLY, CHIEF EXEC. OFFICER
Date: January 19, 2021
CRS# Exempt
Business Reg# 21-00055210
BUSINESS LICENSE# 55210

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 6, 2021 10:04 MDT)
KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:
GB MTG 04/28/2021

Marcos Martinez
Marcos Martinez (Jan 13, 2021 15:27 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

ITEM # 19-0587

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **LA FAMILIA MEDICAL CENTER** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(LA FAMILIA MEDICAL CENTER).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☒ Adult Health	☒ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # of adult patients enrolled in CENA program, # or % of those enrolled in the diabetes prevention program having Hemoglobin A1C of over 9.0% after 6 months in the program; # or % of patients of all diabetics enrolled with good control of DM (under 8 hgb A1C) after 6 months in the program; and

2) # or % of clients referred to La Familia CENA from outside agencies; and

3) # or % of CENA enrolled patients screened by the social needs screening tool.

C. *Deliverables:*

1) Provide Obesity and Diabetes Prevention programming to a minimum of 275 unduplicated adult individuals and/or families x $272.73 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:

FY20: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 275 x $272.73 (annual per person rate) = $75,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$150,000] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-

contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the

grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals,

including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to

any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7

of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: [La Familia Medical Center, 1035 Alto Street, wjohnson@lfmctr.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
La Familia Medical Center

NAME: Deborah Weiss
TITLE: President, Board of Directors LFMC

DATE: 7/2/19

CRS#EXEMPT
REGISTRATION # 19-00055210

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR AM

22763.510400
Business Unit Line Item

LAFAMIL-01 GLEANDER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/6/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: Gina Leander PHONE (A/C, No, Ext): (312) 595-8186 FAX (A/C, No): (312) 595-4249 E-MAIL ADDRESS: gina.leander@alliant.com
INSURED La Familia Medical Center PO Box 5395;1035 Alto Street Santa Fe, NM 87502-5395	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Redwood Fire and Casualty Insurance Company — 11673 INSURER C : Columbia Casualty Company — 31127 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK2294972	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X OWNED AUTOS ONLY — SCHEDULED AUTOS X HIRED AUTOS ONLY — X NON-OWNED AUTOS ONLY			PHPK2294972	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB — X OCCUR EXCESS LIAB — CLAIMS-MADE DED X RETENTION $ 10,000			PHUB775074	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		LAWC218915	7/1/2021	7/1/2022	X PER STATUTE — OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liab			HMA6078701760	7/1/2021	7/1/2022	see below	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
"Gap" Professional Liability-Medical; Claims Made; Retroactive Date: 06/05/1996
$1,000,000 Each Claim; $3,000,000 Aggregate; $10,000,000 Policy Aggregate

RE: Agreement with the City for Cares Act Funding
The following are added as Additional Insured under General Liability when required by written contract or agreement with regard to above referenced-City of Santa Fe.
General Liability shall be Primary/Non-Contributory in favor of Additional Insured. 30 Day Cancellation Notification to Certificate Holder.

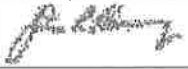
CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: LA FAMILIA MEDICAL CENTER
DBA: LA FAMILIA MEDICAL CENTER

Business Location: 1035 ALTO ST
SANTA FE , NM 87501

CRS Number: 01-781278-00-0

Owner: LA FAMILIA MEDICAL CENTER

License Number: 55210

License Type: Business License - Renewable

Issued Date: January 21, 2021

Classification: Business Registration - Standard

Expiration Date: January 21, 2022

Fees Paid: $35.00

LA FAMILIA MEDICAL CENTER
PO BOX 5395
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: La Familia Medical Center

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 15:57 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200585**

Contractor: **La Familia Medical Center**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Goods and Services Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0587**

Increase/(Decrease) Amount $ **225,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Dunaway (Aug 23, 2021 15:57 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment was inadvertently issued by the department only to extend - did include increase to compensation for FY 22.

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 14:51 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7g Request for approval of Amendment No. 2 to contract #19-0587 for La Familia Medical Center to increase compensation an additional $75,000.00 for FY22 Safety-Net Services for a contract total of $225,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200493

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$210,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($165.00) per

unduplicated person served for Tier I services in FY22 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
The Life Link

_____
CEO
NAME & TITLE

Date: Jul 23, 2021
CRS# _____
Business Reg. No._____

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 10:33 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0592

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and THE LIFE LINK (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

1) THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN M WEBBER, MAYOR

Date: May 14, 2021

CONTRACTOR:
The Life Link

CEO
NAME & TITLE

Date: 2/4/21

CRS: EXEMPT
REGISTRATION #19-00029352
BUSINESS LICENSE# 29352

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV
GM MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 27, 2021 08:16 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 14, 2021 10:47 MDT)
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

File # 19-0592

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **THE LIFE LINK** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☒ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☒ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 50 unduplicated adult individuals and/or families x $800.00 per individual adult/family.

   b. Safety net services to minimum of 100 unduplicated adult individuals and/or families x $300.00 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious

food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$140,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY20 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eight hundred dollars ($800.00) per unduplicated person served for Tier II services, and at the rate of three hundred dollars ($300.00) per unduplicated person served for Tier I services in FY21 for up to a total of seventy thousand dollars ($70,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the

City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [The Life Link, 2325 Cerrillos Road, drdebernardi@thelifelink.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th

quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
The Life Link

NAME: Michael DeBernardi
TITLE: CEO

DATE: 6/29/19

CRS# EXEMPT
REGISTRATION# 19-00029352

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: LIFE LINK THE
DBA: LIFE LINK THE

Business Location: 2325 CERRILLOS RD
SANTA FE , NM 87502

Owner: LIFE LINK THE

License Number: 29352

Issued Date: January 15, 2021

Expiration Date: January 15, 2022

CRS Number: 02-097780-00-8

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

LIFE LINK THE
PO BOX 6094
SANTA FE , NM 87502

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St. Michaels Drive Santa Fe NM 87505	**CONTACT NAME:** Marcella Nellist **PHONE (A/C, No, Ext):** (505) 982-4302 **FAX (A/C, No):** (505) 989-9186 **E-MAIL ADDRESS:** mnellist@danielsinsuranceinc.com
INSURED (505) 438-0010 The Life Link P.O. Box 6094 Santa Fe NM 87505	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Philadelphia Indemnity Insuran — 18058 **INSURER B :** New Mexico Premier Insurance C — 13675 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28916 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			PHPK2197185	11/01/2020	11/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	[ ] POLICY [ ] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] OTHER:						Empl Benefits Liab	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			PHPK2197185	11/01/2020	11/01/2021	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			6145.131	11/27/2020	11/27/2021	[X] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Services			PHPK2197185	11/01/2020	11/01/2021	$3,000,000 Aggregate	$ 1,000,000
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General liability policies contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200493**

Contractor: **LifeLink**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0592**

Increase/(Decrease) Amount $ **210,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 12:29 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend to extend - An amendment was done for only for compensation prior to July 1, 2021- Correcting extension

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 11:24 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: The Life Link

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 12:29 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7h Request for approval of Amendment No. 2 to contract #19-0592 for the LifeLink to increase compensation an additional $70,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $210,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0594 for the NM Immigrant Law Center to increase compensation an additional $50,000.00 for FY22 Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200855

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

CITY OF SANTA FE
AMENDMENT No. 2 TO
GOODS AND SERVICES AGREEMENT
#19-0594

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE GOODS AND SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and NEW MEXICO IMMIGRANT LAW CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net services to adult's ages 18+.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is hereby amended to increase the compensation, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

FY22: Unduplicated People Served 61 x $821.00 (annual per person rate) = $50,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$150,000.00] including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
New Mexico Immigrant Law Center

Jennifer Lardan, Executive Director
NAME & TITLE

Date: 07/29/21
CRS# 03-197869-00-0
Business Reg. No. 224307

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 23, 2021 09:29 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0594

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and NEW MEXICO IMMIGRANT LAW CENTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 28, 2021

CONTRACTOR:
New Mexico Immigrant Law Center

Adriel Orozco, Executive Director
NAME & TITLE

Date: 01/12/2021
CRS# Exempt
Business Reg# 03-197-869-00-0
BUSINESS LICENSE#224307

ATTEST:

Kristine Mihelcic (May 28, 2021 11:53 MDT)
KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/26/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:57 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 28, 2021 10:57 MDT)
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
AL
MUNIS ORG/OBJ

ITEM # 19-0594

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **NEW MEXICO IMMIGRANT LAW CENTER** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(NEW MEXICO IMMIGRANT LAW CENTER).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☒ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # or % of legal services to crime and abuse victims, # or % of adult participants who qualify for humanitarian-based legal status (U Visa, VAWA, T Visa, etc.), # or % of participants who report an increase in opportunities; # or % of participants surveyed for program satisfaction; and

2) # or % of clients referred to New Mexico Immigrant Law Center from outside agencies; and

3) # or % of New Mexico Immigrant Law Center participants screened by the social needs screening tool.

C. *Deliverables:*

1) Provide legal immigration services to a minimum of 61 per year unduplicated adult individuals and/or families victims of domestic violence, abuse, exploitation or related sexual assault and human trafficking x $821.00 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: _____

FY20: Unduplicated People Served 61 x $821.00 (annual per person rate) = $50,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 61 x $821.00 (annual per person rate) = $50,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$100,000.00] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts

of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of

receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights

afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [New Mexico Immigrant Law Center, 3130 Rufina Street, jlandau@nmilc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: [New Mexico Immigrant Law Center, 3130 Rufina Street, jlandau@nmilc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
New Mexico Immigrant Law Center

NAME: Jennifer Lanlan
TITLE: Executive Director

DATE: 7/3/2019

CRS#EXEMPT
REGISTRATION # 19-00125059

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: NEW MEXICO IMMIGRANT LAW CENTER
DBA: NEW MEXICO IMMIGRANT LAW CENTER

Business Location: 6601 VALENTINE WAY
SANTA FE, NM 87507

Owner: Jennifer Landau

License Number: 224307

Issued Date: February 24, 2021

Expiration Date: February 24, 2022

CRS Number: 03-197869-00-0

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

NEW MEXICO IMMIGRANT LAW CENTER
PO Box 7040
Albuquerque, NM 87194-7040

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
ALLIANT INSURANCE SERVICES INC
52819992
PO BOX 1400
MUKILTEO WA 98275

CONTACT NAME:
PHONE (A/C, No, Ext): (425) 740-5200 **FAX (A/C, No):** (425) 740-5201
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER A : Sentinel Insurance Company Ltd.	11000
INSURER B : Hartford Insurance Company of the Midwest	37478
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NEW MEXICO IMMIGRANT LAW CENTER
PO BOX 7040
ALBUQUERQUE NM 87194-7040

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			52 SBA TZ1102	08/19/2021	08/19/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			52 SBA TZ1102	08/19/2021	08/19/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52 WEC GA2413	08/19/2021	08/19/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
City of Santa Fe Children and Youth Com
200 Lincoln Avenue Rm 122
Santa Fe NM 87501

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Susan L. Castaneda

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Immigrant Law Center

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duaway Fran Duaway (Aug 23, 2021 12:30 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200855**

Contractor: **New Mexico Immigrant Law Center**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Good and Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0594**

Increase/(Decrease) Amount $ **150,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 23, 2021 12:30 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amend to extend - An amendment was done for only for compensation prior to July 1, 2021- Correcting extension

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins
Andy Hopkins (Aug 23, 2021 11:25 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

Signature: Kyra Ochoa
Kyra Ochoa (Aug 18, 2021 14:40 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7i Request for approval of Amendment No. 2 to contract #19-0594 for New Mexico Immigrant Law Center to increase compensation an additional $50,000.00 for FY22 Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0585 for Santa Fe Dreamers Project to increase compensation an additional $40,000.00 for FY22 Safety-Net Services for a contract total of $120,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution 2012- in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200595

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

CITY OF SANTA FE
AMENDMENT No. 2 TO
GOODS AND SERVICES AGREEMENT
#19-0585

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE GOODS AND SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and SANTA FE DREAMERS PROJECT (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net services to adult's ages 18+.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is hereby amended to increase the compensation, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

FY22: Unduplicated People Served 96 x $325.24 (DACA) and unduplicated people served 13 x $650.00 (Green Card) (annual per person rate) = $40,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$120,000.00]

including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
Santa Fe Dreamers Project

_____
Michael Santillanes, Interim Executive Director

Date: 07/27/2021
CRS# 03-378225-003
Business Reg. No. 224505

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 23, 2021 10:24 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0585

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and SANTA FE DREAMERS PROJECT (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: Aug 5, 2021

CONTRACTOR:
Santa Fe Dreamers Project

NAME & TITLE MICHAEL SANTILLANES
INTERIM EXECUTIVE DIRECTOR

Date: 01/26/2021
CRS# Exempt
Business Reg# 224505

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 6, 2021 10:06 MDT)

KRISTINE MIHELCIC, CITY CLERK
GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 09:07 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400 AL
AL
MUNIS ORG/OBJ

ITEM # 19-0585

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **SANTA FE DREAMERS PROJECT** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(SANTA FE DREAMERS PROJECT)**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐% Adults Age 25+ with Post-Secondary education ☒ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # or % of legal services to eligible individuals, # or % of participants enroll in post-secondary; # or % of participants employed in full time positions; and

C. *Deliverables:*

1) Provide DACA Legal Services to a minimum of 96 unduplicated individuals and Green Card Legal Services to a minimum of 13 unduplicated adult individuals x $328.64 (DACA) or $650.00 (Green Card) per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item

FY20: Unduplicated People Served 96 x $325.24 (DACA) and unduplicated people served 13 $650.00 (Green Card) (annual per person rate) = $40,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 96 x $325.24 (DACA) and unduplicated people served 13 $650.00 (Green Card) (annual per person rate) = $40,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$80,000.00] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for

income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These

records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement

complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The

knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Santa Fe Dreamers Project, 1213 Mercantile, allegra@santafedreamersproject.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: [Santa Fe Dreamers Project, 1213 Mercantile, allegra@santafedreamersproject.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Santa Fe Dreamers Project,

NAME: Theresa Wilkes
TITLE: Staff Attorney

DATE: July 3, 2019

CRS#EXEMPT
REGISTRATION # 19-00145300

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 5.29.2019

APPROVED AS TO FORM:

7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMON POLICY DECLARATIONS

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502

POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Other **BUSINESS DESCRIPTION:** NON-PROFIT LAW OFFICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

		PREMIUM
COMMERCIAL ADVANTAGE POLICY (BUSINESSOWNERS)	$	332
BALANCE TO MEET MINIMUM PREMIUM	$	294
COMMERCIAL AUTO	$	672
COMMERCIAL ADVANTAGE EXCESS LIABILITY	$	Not Covered
POLICY PREMIUM	$	1,298.00

FORMS AND ENDORSEMENTS APPLICABLE TO ALL COVERAGE PARTS
See Forms Schedule

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

GENERAL CHANGE ENDORSEMENT

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

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SANTA FE, NM 87502

POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Effective 04/27/2021 this policy amended as shown.

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ INDIVIDUAL ☐ PARTNERSHIP ☐ JOINT VENTURE ☐ TRUST

☐ LIMITED LIABILITY COMPANY ☐ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)

☑ OTHER

BUSINESS DESCRIPTION: NON-PROFIT LAW OFFICE

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

GENERAL CHANGE ENDORSEMENT

POLICY NO: 44-PB-000502897-04/000	**EFFECTIVE DATE:** 04/27/2021
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

SECTION I - PROPERTY

LOCATION: 1 BUILDING: 1
LOCATION: 1213 MERCANTILE RD STE C & D, SANTA FE, NM, 87507
OCCUPANCY: Office Bldg Owner or Tenant Occ

COVERAGES	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY	$ 10,000

PROPERTY DEDUCTIBLE: $1,000

Building:

LOCATION: 1 BUILDING: 1 PREMIUM	**$70**

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

GENERAL CHANGE ENDORSEMENT

POLICY NO: 44-PB-000502897-04/000	**EFFECTIVE DATE:** 04/27/2021
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

LOCATION: 2 BUILDING: **1**
LOCATION: 1401 E YANDELL DR, EL PASO, TX, 79902
OCCUPANCY: Office Bldg Owner or Tenant Occ

COVERAGES	LIMIT OF INSURANCE
BUSINESS PERSONAL PROPERTY	$ 1,000

PROPERTY DEDUCTIBLE: $500

Building:

LOCATION: 2 BUILDING: 1 PREMIUM	**$6**

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

GENERAL CHANGE ENDORSEMENT

POLICY NO: 44-PB-000502897-04/000	**EFFECTIVE DATE:** 04/27/2021
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

SECTION II – LIABILITY

COVERAGES	LIMIT OF INSURANCE	
LIABILITY AND MEDICAL EXPENSES	$ 1,000,000	EACH OCCURRENCE
MEDICAL EXPENSES	$ 5,000	EACH PERSON
DAMAGE TO PREMISES RENTED TO YOU	$ 100,000	EACH PREMISES
OTHER THAN PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	$ 2,000,000	

OPTIONAL POLICY COVERAGES AND AMENDMENTS	PREMIUM
ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES (CBP 047)	$64
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION (CBP 045)	$64
CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE ENDORSEMENT (CYB 001)	$128
EMPLOYEE DISHONESTY	$0
LIMIT OF INSURANCE: $10,000	

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL ADVANTAGE POLICY

GENERAL CHANGE ENDORSEMENT

POLICY NO: 44-PB-000502897-04/000	**EFFECTIVE DATE:** 04/27/2021
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM (CBP 116)	$0

TOTAL COMMERCIAL ADVANTAGE POLICY PREMIUM	**$626**

FORMS AND ENDORSEMENTS
APPLYING TO COMMERCIAL ADVANTAGE POLICY AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
See Forms Schedule

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502

POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

ITEM ONE

THE NAMED INSURED IS: Other **BUSINESS DESCRIPTION:** NON-PROFIT LAW OFFICE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

ITEM TWO – SCHEDULE OF COVERAGES AND COVERED AUTOS

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage Form next to the name of the coverage.**

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
7, 8, 9	Liability	$1,000,000 Each Accident	$ 557
	Auto Medical Payments	$5,000 Each Person	$
7	Uninsured Motorists - UM	$1,000,000 Each Accident	$ 115
7	Underinsured Motorists - UIM	Included In Uninsured Motorists Coverage	$

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-04/000
INSURED: SANTA FE DREAMERS PROJECT

EFFECTIVE DATE: 04/27/2021
AGENT: BLUE CHIP INSURANCE AGENCY, INC.

COVERED AUTOS SYMBOLS	COVERAGES	LIMITS	PREMIUM
	Physical Damage: Comprehensive Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three), But No Deductible Applies To Loss Caused By Fire Or Lightning. See Item Four For Hired Or Borrowed Autos.	$
	Physical Damage: Specified Causes Of Loss Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three) For Loss Caused By Mischief Or Vandalism. See Item Four for Hired or Borrowed Autos.	$
	Physical Damage: Collision Coverage	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered Auto (See Item Three). See Item Four for Hired or Borrowed Autos.	$
	Physical Damage: Towing And Labor	$ For Each Disablement Of A Private Passenger Auto	$
		PREMIUM FOR ENDORSEMENTS	$
		ESTIMATED POLICY PREMIUM	$ 672.00
		*This policy may be subject to final audit	

FORMS AND ENDORSEMENTS
APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:
See Forms Schedule

NOTE: IF NO ENTRY APPEARS ON THE ABOVE ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT.

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-04/000
INSURED: SANTA FE DREAMERS PROJECT

EFFECTIVE DATE: 04/27/2021
AGENT: BLUE CHIP INSURANCE AGENCY, INC.

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

NO	*KEY	TYPE	YEAR/MAKE/MODEL	VIN/SERIAL	ST	TERR
1		Mobile Homes	1997 Ford MTR HOME	3FCMF53G3VJA22649	NM	103

NO	ZONE ORG	ZONE DEST	CLASS	SIZE/SEAT	RADIUS	USE	INDUSTRY
1			7961				

NO	LIABILITY LIMIT	LIABILITY DED	LIABILITY DED TYPE	LIABILITY PREM	PIP LIMIT	PIP PREM	PIP DED	ADDED PIP LIMIT	ADDED PIP PREM	PEDESTRIAN PIP PREM
1	$1,000,000	$0	CSL	$557	N/A	$0	N/A	N/A	$0	$0

NO	**MED PAY LIMIT	**MED PAY PREM	UM LIMIT	UM PREM	UMPD LIMIT	UMPD PREM	UIM LIMIT	UIM PREM	UIMPD LIMIT	UIMPD PREM
1		$0	$1,000,000	$115	$0	$0	Incl in UM	Incl in UM	$0	$0

NO	COST NEW	STATED AMT	OTC COVERAGE	OTC DED	OTC PREM	COLLISION DED	COLLISION PREM	TOWING LIMIT	TOWING PREM	AUDIO LIMIT	AUDIO PREM	TAPE PREM
1	$0	$0		$0	$0	$0	$0	$0	$0	$0	$0	$0

NO	UNIT PREM	STATE FEES	TOTAL AMOUNT
1	$672	$0.00	$672.00

*KEY: “A” = Add, “D” = Delete, “M” = Modify. **MED PAY = Extraordinary Medical Benefits in Pennsylvania

American Hallmark Insurance Company of Texas

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

COMMERCIAL AUTOMOBILE POLICY

RENEWAL DECLARATION

POLICY NO: 44-PB-000502897-04/000	**EFFECTIVE DATE:** 04/27/2021
INSURED: SANTA FE DREAMERS PROJECT	**AGENT:** BLUE CHIP INSURANCE AGENCY, INC.

THESE DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS, AND SUPPLEMENTAL FORM DECLARATION(S), IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

FORMS SCHEDULE

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502

POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
AH0017 01-16	SIGNATURE PAGE	Commercial Advantage Policy (Businessowners), Commercial Auto
AH0018 01-15	Disclosure and Offer of Terrorism	Commercial Advantage Policy (Businessowners)
AH0022 03-05	PRIVACY NOTICE	Commercial Advantage Policy (Businessowners), Commercial Auto
AH0050 06-15	POLICYHOLDER NOTICE OF CLAIM REPORTING PROCEDURES	Commercial Advantage Policy (Businessowners), Commercial Auto
IL0017 11-98	Common Policy Conditions	Commercial Auto
IL0021 09-08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	Commercial Auto
ILP001 01-04	U.S. TREASURY "OFAC" DISCLOSURE	Commercial Advantage Policy (Businessowners), Commercial Auto
LCA-3 06-18	Loss Control Notice	Commercial Advantage Policy (Businessowners)
NP0014 01-15	ADVISORY NOTICE TO POLICYHOLDERS	Commercial Advantage Policy (Businessowners)

COMMERCIAL ADVANTAGE POLICY FORMS (Businessowners)	
CBP001 01-18	Commercial Advantage Policy
CBP299 03-20	Cyber Incident Exclusion
CBPCYBINCEXCLNOT 03-20	Cyber Incident Exclusion Advisory Notice to Policyholders

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

FORMS SCHEDULE

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

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BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502

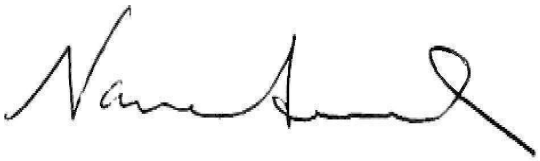
POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

COMMERCIAL ADVANTAGE POLICY FORMS (Businessowners)	
CYB001 04-17	Cyber Liability and Data Breach Response Coverage Endorsement
SD001 03-16	BOP Additional Interest Dec Page
CBP063 08-13	New Mexico Changes
CBP066 03-05	New Mexico Changes - Property Claims Settlement in the Event of Catastrophe
CBP116 01-15	Exclusion of Certified Acts of Terrorism
CBP183 10-10	Communicable Disease Exclusion
CBP220 05-15	New Mexico Changes - Cancellation and Nonrenewal
CBP059 01-07	Exclusion of Loss Due to Virus or Bacteria (Including Food Contamination Business Income Exception)
CBP056 03-05	Fungus, Wet Rot, Dry Rot and Bacteria Exclusion (Property)
CBP055 03-05	Fungi or Bacteria Exclusion (Liability)
CBP047 03-05	Additional Insured Managers or Lessors of Premises
MP1072 07-01	Policyholder Notification of Rate Modification
CBP045 03-05	Additional Insured Designated Person or Organization

COMMERCIAL AUTO FORMS	
CA0001 03-10	Business Auto Coverage Form
CA0139 12-01	New Mexico Changes
CA0250 05-15	New Mexico Changes - Cancellation And Nonrenewal
CA2017 12-93	Mobile Homes Contents Not Covered
CA2384 01-06	Exclusion Of Terrorism
CA3129 08-11	New Mexico Uninsured Motorists Coverage - Nonstacked
MP1071 07-04	Policyholder Notification Of Rate Modification
A1713 06-14	New Mexico Offer Of Uninsured Motorists Coverage Selection Or Rejection Of Limits

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

In Witness Whereof, the Company has caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Naveen Anand, President

Christopher J. Kenney, Secretary

American Hallmark Insurance Company of Texas

Commercial Advantage Policy
Commercial Advantage Excess Policy
General Liability
Inland Marine
Commercial Property
Umbrella

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE AND OFFER OF COVERAGE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

SANTA FE DREAMERS PROJECT
Insured's Name

PO BOX 8009
Santa Fe, NM 87504
Insured's Mailing Address

44-PB-000502897-4
Policy Number

PREMIUM DUE DATE:
Billing Notice Sent Separately

NOTICE OF DISCLOSURE OF PREMIUM AND OFFER OF COVERAGE FOR CERTIFIED ACTS OF TERRORISM

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" meansany act that iscertified by the Secretary of the Treasury, inconsultation with the Secretary of Homeland Security, and the Attorney General of the United States)to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The premium charge to purchase this coverage is set forth below. If you wish to purchase this coverage, please indicate that choice by marking the appropriate box below and returning this notice to us.

In accordance with the Act, you alsohave the right to reject coverage for losses resulting from acts of terrorism. If you do not wish to purchase this coverage, you may reject the coverage by marking the appropriate box below and signing and returning this form to us. Your policy will then be written to exclude such coverage. Please note, even if you wish to reject the coverage for losses resulting from acts of terrorism, in some states (known as Standard Fire Policy States) we are required by law to provide you with coverage for fire losses resulting from any such act of terrorism. Therefore, if a state regulation applies, the additional premium due for this limited fire coverage is stated below.

DISCLOSURE OF FEDERAL PARTICIPATION IN PAYMENT OF TERRORISM LOSSES

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, such losses may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84% beginning on January 1, 2016, 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019 and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

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You should also know that the Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The premium set forth below for coverage for losses arising from acts of terrorism does not include any charges for the portion of loss covered by the Government under the Act.

DISCLOSURE OF PREMIUM AND SELECTION OR REJECTION OF COVERAGE

_____ I hereby elect to purchase coverage for losses arising from certified acts of terrorism. I understand that the premium due for this coverage is $6

_____ I hereby reject coverage for losses arising from certified acts of terrorism. I understand that an **exclusion** for losses resulting from certified acts of terrorism will be made part of this policy.
If a premium is indicated below, this policy includes coverage in a StandardFirePolicyState.
I understand that I must still pay an additional premium for coverage for fire losses arising from certified acts of terrorism. I further understand that the premium due for this limited fire loss coverage is
$0

_____
Policyholder's Signature

_____
Date

Privacy Policy Disclosure Notice

The Gramm-Leach-Bliley Act (GLBA) and various other federal and state privacy regulations generally prohibit any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

Hallmark Financial Services, Inc. ("HFS"), through its subsidiaries, provides insurance products and services and is firmly committed to its affirmative and continuing obligation to respect the privacy of its current, former and prospective policyholders and to protect the security and confidentiality of their nonpublic personal information. Therefore, proper handling of your personal information is one of our highest priorities. We collect and utilize information we believe is necessary to efficiently administer our business, to advise you about our products, and provide you with outstanding customer service. We want you to know why we collect personal information about you, what we do with that information and explain to you our commitment to protect the information collected.

In order to provide you with quality insurance products and the service you deserve, it is necessary for us to collect nonpublic personal information about you and, in certain situations, to share that information with others. The following notice describes our policies and practices with regard to your nonpublic personal information.

PROTECTION OF YOUR PERSONAL INFORMATION

Not only is the protection of nonpublic personal information a legal requirement, it is also a good business practice. We maintain appropriate physical, electronic and procedural safeguards to maintain the confidentiality and security of your nonpublic personal information. We restrict access to nonpublic personal information about you to those employees who need access to that information to provide products or services to you. When information is shared with companies performing work on Hallmark's behalf, we protect your personal information where required by law with contractual confidentiality agreements that obligate those companies to keep confidential any information about you furnished to them.

We provide training to our employees on the importance of maintaining the confidentiality and security of your nonpublic personal information. Employees who violate our privacy policies are appropriately disciplined.

CATEGORIES OF INFORMATION THAT WE COLLECT

We collect and use only that nonpublic personal information required for us to provide services and products requested by you and to administer your business with us such as underwriting and processing your policies and the administration and handling of claims.

We may collect nonpublic personal information about you from the following sources:

- Information that we receive from you on applications and other related forms such as your name, address, telephone number, and social security number;
- Information about your transactions with us, our affiliates or others such as your underwriting information, driving record, claim history, policy number, premium, payment history, and claim information;
- Information that we receive from consumer credit reporting agencies such as your credit history.

The nonpublic personal information collected may come from persons such as independent insurance agents, brokers, policyholders, or persons involved in the claim adjustment process such as claimants, witnesses to an accident, repair facilities, hospitals, doctors and attorneys.

If you visit our corporate website, at www.hallmarkgrp.com, or any website of a subsidiary company to which we provide a link, we may automatically track and collect information regarding your visit including your IP address; domain server, type of computer, type of web browser and the pages you viewed on our corporate or subsidiary's website. This information (Traffic Data) is information that unless you have specifically entered identifying information somewhere in the site, does not personally identify you, but rather is helpful for marketing purposes or for improving your experience on the site. We currently do not collect nonpublic personal information through your use of our websites. You may view our website privacy statement by clicking the "Privacy Policy" option on the corporate site.

CATEGORIES OF INFORMATION THAT WE DISCLOSE AND PARTIES TO WHOM WE MAY DISCLOSE INFORMATION

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as required or permitted by law. Hallmark does not sell or distribute for sale any nonpublic personal information. Nor do we disclose your personal information to any person, company or organization not affiliated with us for their own marketing purposes.

However, we may disclose nonpublic personal information about our policyholders (current, former and prospective) with affiliated and non-affiliated third parties as necessary to service an insurance policy or claim or as permitted or required by law. We may disclose nonpublic personal information we collect about you to third parties with whom we contract to perform business functions such as record keeping, policy administration, claim administration, billing, computer related services, distribution of materials, and joint marketing of our products and services.

We understand the importance and seriousness of protecting the confidentiality and security of your nonpublic personal information. We respect and appreciate the trust that you, as a valued policyholder, have placed with us and we continuously strive to earn and maintain that trust.

ACCESS TO AND CORRECTION OF YOUR INFORMATION

You have a right to know the nature and substance of the recorded personal information contained in our files about you. You may review and/or for a reasonable fee, receive a copy of the information upon written request at the address shown below. You must properly identify yourself and reasonably describe the information you seek. Your request should contain your name, address, all policy and claim numbers issued to you by us and a copy of your drivers license or other personal identification. Upon receipt of your request, we will furnish to you within thirty (30) business days the nature and substance of locatable, retrievable and available recorded personal information. We will also furnish you with a list of all persons or organizations to whom the information has been disclosed within the past two years. If the source of information about you was a consumer credit reporting agency or other institution, we will identify those sources so you can contact them if you so desire. You may also request that we correct, amend or delete any recorded personal information. If we do not make the requested change(s), you have the right to provide, for insertion in our file, a concise written statement setting forth what you think is the correct, relevant or fair information and a concise statement of the reasons why you disagree with our decision not to correct, amend or delete recorded personal information. Your statement will become a part of our file and included with any future disclosures.

CHANGES TO OUR NOTICE OF PRIVACY POLICY AND INSURANCE INFORMATION PRACTICES

We reserve the right to change our privacy policies and insurance information practices. If we make any material changes to our policies or practices, we will provide you with a copy of a revised notice.

OPT OUT STATEMENT

If you prefer we do not disclose personal identifying information or personal financial information about you to nonaffiliated third parties, you may opt out of those disclosures (other than disclosures allowed by law). You may do so by sending us a letter informing us of your election to opt out at the address shown below. Your letter should include the name of your insurance company and your policy number.

If you have any questions regarding the content of this notice, you may call us at (817)348-1600 or you may write to us at:

Hallmark Financial Services, Inc.
Attention: Compliance
5420 Lyndon B Johnson Fwy, Ste 1100
Dallas, Tx 75240-2345

This notice is being provided on behalf of:
Hallmark Financial Services, Inc., and its subsidiaries

POLICYHOLDER NOTICE OF CLAIM REPORTING PROCEDURES

You should contact your local insurance agent to report a claim. Your agency's name and address are located at the upper right of your policy's declaration pages.

If you are unable to contact your agent and want to make a claim involving a fatality, serious injury, large property loss or a catastrophic claim, you may call and report the claim directly to Effective Claims Management, Inc. Effective Claims Management, Inc. handles claims for the American Hallmark Insurance Company of Texas policy on which this notice is attached.

- To report a serious claim during normal business hours (Monday through Friday 8:00 a.m. to 5:00 p.m. CST), please call 800-426-5119 ext. 1780.
- To report a serous claim after normal business hours, call 817-888-5664 for Casualty (Auto and GL), or 817-888-1955 for Property.

This Notice does **not** form a part of your insurance contract. The Notice is designed to provide helpful information for you to report a claim. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply. Please read your policy and the endorsements attached to your policy carefully.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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LOSS CONTROL INFORMATION AND SERVICES

AVAILABLE TO POLICYHOLDERS

American Hallmark Insurance Company of Texas offers loss prevention information and services to our policyholders. This loss prevention service includes information on claims, training materials for employee training, and scheduled loss control consultations at your place of business.

If you want to utilize this service, please contact your insurance agent or us at:

Toll-free: (877) 832-6642, extension 91870; or

Direct: (817) 348-1870; or

Email: CISLossControl@hallmarkgrp.com

AMERICAN HALLMARK INSURANCE COMPANY OF TEXAS

5420 LYNDON B JOHNSON FWY, STE 1100, DALLAS, TX 75240

BUSINESSOWNERS

ADDITIONAL INTEREST – EXTENDED NAME

POLICY NO: 44-PB-000502897-04/000

RENEWAL OF: 44-PB-000502897-03

NAMED INSURED AND MAILING ADDRESS

SANTA FE DREAMERS PROJECT

PO BOX 8009
SANTA FE, NM 87504

AGENCY AND MAILING ADDRESS 7149

BLUE CHIP INSURANCE AGENCY, INC.
P O BOX 5355
SANTA FE, NM 87502

POLICY PERIOD: FROM 04/27/2021 TO 04/27/2022 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

Additional Interest Name	JESUIT VOLUNTEERS
Interest Type(s)	Manager or Lessor
Extended Name	ATTN: RISK MANAGEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): **CITY OF SANTA FE** **PO BOX 909, Santa Fe, NM 87502**
Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability :**

4. Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

Section III – Common Policy Conditions (Applicable to Section I – Property And Section II – Liability) is amended as follows:

A. Paragraph **A.2. Cancellation** is replaced by the following:

2. Permissible Reasons And Notice Period

a. If this policy has been in effect less than 60 days and is not a renewal of a policy we issued, we may cancel for any reason by mailing or delivering to the first Named Insured written notice of cancellation at least 10 days before the effective date of cancellation provided that the cancellation becomes effective before the policy has been in effect for 60 days.

b. If paragraph **a.** does not apply, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium.

(2) There has been a substantial change in the risk assumed by us since the policy was issued.

(3) The policy was obtained through material misrepresentation, fraudulent statements, omissions or concealment of fact material to the acceptance of the risk or to the hazard assumed by us.

(4) Willful and negligent acts or omissions by the insured have substantially increased the hazards insured against.

(5) You presented a claim based on fraud or material misrepresentation.

c. If we cancel subject to **2.b.** above, we will mail or deliver to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation, for the reason set forth in **2.b.(1).**

(2) 30 days before the effective date of cancellation, for the reason set forth in **2.b.(2).**

(3) 15 days before the effective date of cancellation, for a reason set forth in **2.b.(3), 2.b.(4)** or **2.b.(5).**

The written notice will state the reason for cancellation, except that such statement may be omitted from a notice mailed to an additional insured or lienholder under this policy.

B. The following paragraph is added and supersedes any provision to the contrary:

L. Nonrenewal

If we decide not to renew this policy, we will mail or deliver to the first Named Insured written notice of the nonrenewal not less than 30 days before the expiration date of the policy.

Proof of mailing will be sufficient proof of notice.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA (INCLUDING FOOD CONTAMINATION BUSINESS INCOME EXCEPTION)

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

The following provisions apply to **Section I – Property:**

A. The exclusion set forth in Paragraph **B.** applies to all coverage under **Section I – Property** in all forms and endorsements that comprise this Policy, except as provided in Paragraph **C.** This includes but is not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.

B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

C. However, the exclusion in Paragraph **B.** does not apply to the following:

1. Loss or damage caused by or resulting from "fungi," wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Policy; or

2. Coverage otherwise provided under the Food Contamination Additional Coverage in Enhanced Coverages for Food Specialty Shops **CBP 005** (if that endorsement is attached to this Policy).

D. With respect to any loss or damage subject to the exclusion in Paragraph **B.**, such exclusion supersedes any exclusion relating to "pollutants."

E. The following provisions, if included in any form or endorsement in this Policy, are hereby amended to remove reference to bacteria:

1. Exclusion of "Fungi," Wet Rot, Dry Rot And Bacteria; and

2. Additional Coverage – Limited Coverage For "Fungi," Wet Rot, Dry Rot And Bacteria.

F. The terms of the exclusion in Paragraph **B.**, or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

The **Exception Covering Certain Fire Losses** (Paragraph **B.2.**) applies to property located in the following state(s):
Hawaii, Missouri, Oregon, Washington
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following provisions are added to the Commercial Advantage Policy and apply to Property and Liability Coverages:

1. The following definition is added with respect to the provisions of this endorsement:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for loss or injury or damage that is otherwise excluded under this Policy.

B. The following provisions are added to **Section I – Property** of the Commercial Advantage Policy:

1. The following exclusion is added:

CERTIFIED ACT OF TERRORISM EXCLUSION

We will not pay for loss or damage caused directly or indirectly by a "certified act of terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

2. Exception Covering Certain Fire Losses

The following exception to the exclusion in Paragraph **B.1.** applies only if indicated and as indicated in the Schedule of this endorsement.

If a "certified act of terrorism" results in fire, we will pay for the loss or damage caused by that fire. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense Additional Coverages.

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If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

C. The following provision is added to **Section II – Liability** of the Commercial Advantage Policy:

1. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

2. The following definition is added:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Form to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage" or "personal and advertising injury" as may be defined in any applicable Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION (LIABILITY)

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

The following provisions are added to **Section II – Liability:**

A. The following exclusion is added to Paragraph **B.1., Exclusions – Applicable To Business Liability Coverage:**

y. Fungi or Bacteria

(1) "Bodily injury," "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

(2) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following definition is added **Paragraph F. Liability And Medical Expenses Definitions:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION (PROPERTY)

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

The following provisions apply to **Section I – Property:**

A. Fungi Or Bacteria Exclusions

1. Paragraph **A.5.q.(4)** of the **Additional Coverage – Ordinance Or Law** is replaced by the following:

(4) Under this Additional Coverage, we will not pay for:

(a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot or bacteria; or

(b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants," "fungi," wet or dry rot or bacteria.

2. The following exclusion is added to Paragraph **B.1., Exclusions:**

h. "Fungi," Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungi," wet or dry rot or bacteria.

But if "fungi," wet or dry rot or bacteria result in a "specified cause of loss," we will pay for the loss or damage caused by that "specified cause of loss."

This exclusion does not apply when "fungi," wet or dry rot or bacteria result from fire or lightning.

3. Paragraph **B.2.m.(2)** of the **Exclusions** is replaced by the following:

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

4. The following applies to Business Income and/or Extra Expense Coverage only if the suspension of "operations" satisfies all the terms and conditions of the applicable **Business Income, Business Income From Dependent Properties** and/or **Extra Expense - Additional Coverages**.

a. If the loss which resulted in "fungi," wet or dry rot or bacteria does not in itself necessitate a suspension of "operations," but such suspension is necessary due to loss or damage to property caused by "fungi," wet or dry rot or bacteria, then our payment under the Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.

b. If a covered suspension of "operations" was caused by loss or damage other than "fungi," wet or dry rot or bacteria, but remediation of "fungi," wet or dry rot or bacteria prolongs the "period of restoration," we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

B. Fungi Definition

The following definition is added to Paragraph **H.** Property Definitions:

"Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

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POLICYHOLDER NOTIFICATION OF RATE MODIFICATION

Dear Policyholder:

New Mexico regulations require us to notify you of any rating modification factors that have been applied to this policy.

If this is a new policy being issued by our company, you are notified of the following factors and resulting amounts which resulted in the rating modification. If this is a renewal policy, you are notified that the rating modification factors have been added or removed as indicated.

Commercial Automobile Liability Experience and Schedule Rating Plan

	Range of Modifications			Computations of	
	Credit		Debit	Credit	Debit
Management – Cooperation with insurance company, revision of schedules, routes and practices to conform with insurer recommendations.	5%	to	5%		
Employees – Selection, training, supervision, experience and basis of remuneration.	5%	to	5%		
Equipment - Type, condition, servicing, risk's own repair facilities, safety equipment and drivers' reports on condition.	5%	to	10%		
Safety Organization – Periodic meetings, distribution of safety literature, award and penalty system, review of accidents with drivers, safety director, accident reports and records	10%	to	5%		
Schedule Rating Factor:					25%

Experience Rating Factor:

Commercial Automobile Physical Damage Experience and Schedule Rating Plan

	Range of Modifications			Computations of	
	Credit		Debit	Credit	Debit
Management – Cooperation with insurance company, revision of schedules, routes and practices to conform with insurer recommendations.	5%	to	5%		
Employees – Selection, training, supervision, experience and basis of remuneration.	5%	to	5%		
Equipment - Type, condition, servicing, risk's own repair facilities, safety equipment and drivers' reports on condition.	5%	to	10%		
Safety Organization – Periodic meetings, distribution of safety literature, award and penalty system, review of accidents with drivers, safety director, accident reports and records	10%	to	5%		
Dispersion or Concentration of Values Insured	10%	to	10%		
Schedule Rating Factor:					25%

Experience Rating Factor:

If you would like more information regarding these factors, please contact your agent.

Policy Number: 44-PB-000502897-4	Policy Effective Date: 04/27/2021
Company: American Hallmark Insurance Company of Texas	Producer: 0000007149, BLUE CHIP INSURANCE AGENCY, INC.
Applicant/Named Insured: SANTA FE DREAMERS PROJECT	

NEW MEXICO OFFER OF UNINSURED MOTORISTS COVERAGE SELECTION OR REJECTION OF LIMITS

New Mexico law permits you to make certain decisions regarding Uninsured Motorists Coverage. This document describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverage you are provided.

Uninsured Motorists Coverage provides insurance for the protection of persons insured under the policy who are legally entitled to recover damages from owners or operators of uninsured motor vehicles because of bodily injury, sickness or disease, including death, and the destruction of property. An uninsured motor vehicle is a vehicle that does not have an insurance policy or a bond in effect at the time of the accident in at least the limits specified by the financial responsibility law of New Mexico for bodily injury and property damage.

Uninsured Motorists Coverage includes underinsured motorists coverage. An underinsured motorists means an operator of a motor vehicle with respect to the ownership, maintenance or use of which the sum of the limits of liability under all bodily injury liability insurance applicable at the time of the accident is less than the limit of liability under the Underinsured Motorists Coverage of your policy.

New Mexico Law Section 66-5-301 requires that Uninsured Motorists Coverage be offered on every automobile liability policy in minimum limits for bodily injury or death and the destruction of property as established by 66-5-215 and in increased limits up to the limits of liability on your policy. New Mexico Law further allows you, the insured named in the policy, to reject the offers of Uninsured Motorists Coverage entirely or to select a limit of liability lower than the policy limit for Liability Coverage but at least equal to the minimum financial responsibility limit.

If you do not reject Uninsured Motorists Coverage or select a limit lower than the limit for Liability Coverage, your policy will be issued with Uninsured Motorists Coverage equal to the policy limit for Liability Coverage.

If you reject Uninsured Motorists Coverage or reject increased limits as indicated below, this written rejection of coverage is hereby made a part of your policy.

- **OFFER OF COVERAGE**

  The following limits of liability and options are available for purchase. The offer of limits of liability only extends up to the limit of liability for Liability and Property Damage Coverage selected on your policy.

Uninsured (Includes Underinsured) Motorists Liability		
Combined Single Limit	Premium Per Auto	
	Private Passenger Type	Other than Private Passenger Type
$ 60,000	$ 33	$ 29
100,000	46	38
250,000	80	62
300,000	88	67
350,000	94	72
500,000	107	81
750,000	122	91
1,000,000	132	98

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➢ **SELECTION**

In accordance with the New Mexico Laws (Section 66-5-301), amended, the undersigned insured (and each of them) makes the following selection.

(You **Must Pick One** of the following.)

1. ☐ **I reject Uninsured Motorists Coverage**.
2. ☐ **I select Uninsured Motorists Coverage** at limits equal to the minimum limits required by New Mexico law ($60,000 each accident). I understand that I am rejecting any offer for increased limits.
3. ☑ **I select** the following increased limit of **Uninsured Motorists Coverage**. The selected limit cannot be higher than the third-party liability limits of this policy.

   1,000,000 each accident

I, the undersigned named insured (personally / on behalf of the named insured entity and all other insureds), acknowledge that I was provided with an explanation of the coverages and coverage options. I also understand that the selections made above will apply to all future renewals, continuations and changes unless I notify the company otherwise.

SANTA FE DREAMERS PROJECT	_____
Named Insured Entity	Signature
44-PB-000502897-4	_____
Policy Number	Name (Please Print)
_____	_____
Date	Title

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES – PROPERTY CLAIMS SETTLEMENT IN THE EVENT OF A CATASTROPHE

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

The following applies to **Section I – Property:**

A. The provisions of this endorsement apply to a claim for direct physical loss or damage to Covered Property, provided that:

1. The claim is for loss or damage that results from a catastrophe declared by the Superintendent of Insurance; and

2. The catastrophic event is a Covered Cause of Loss.

B. The following provisions are added to the policy and supersede any provisions to the contrary:

1. If you reported your claim to us:

a. Before the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date the catastrophe was declared;

b. After the catastrophe was declared, we will reach agreement with you on the amount of loss within 90 days after the date on which you reported the claim.

2. However, the time periods specified in **B.1.** above will be extended by the period of time taken to resolve the following situations:

a. We suspect the claim is fraudulent and commence an investigation to make such a determination;

b. You do not provide the necessary information regarding the nature of the claim, following our request for such information; or

c. You filed suit against us in connection with the claim before expiration of the applicable 90-day period.

C. All other provisions of this policy continue to apply in the event of a catastrophe, including Paragraphs **E.2. Appraisal** and **E.5. Legal Action Against Us** Property Loss Conditions.

D. This endorsement does not invalidate our right to deny your claim, nor the right of either party to seek judgment in a court having jurisdiction.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW MEXICO CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

A. Section I – Property is amended as follows:

1. The following exclusion and related provisions are added to Paragraph **B.2. Exclusions:**

a. We will not pay for loss or damage arising out of any act committed:

(1) By or at the direction of any insured; and

(2) With the intent to cause a loss.

b. However, this exclusion will not apply to deny coverage to an innocent co-insured victim of domestic abuse who did not cooperate in or contribute to the creation of the loss provided that the loss is otherwise covered under this Policy and is proximately related to and in furtherance of domestic abuse.

c. If we pay a claim pursuant to Paragraph **1.b.**, our payment to the insured is limited to the extent of that person's interest in the property. In no event will we pay more than the Limit of Insurance.

2. With respect to coverage provided under this Policy for one through four family residential buildings which you own and lease to others for use as a residence, the following is added to Paragraph **E.6. Loss Payment** Property Loss Condition and supersedes any provision to the contrary:

a. We will pay, subject to the Limit of Insurance, no more than the actual cash value of the damaged residential building until the actual repair or replacement is complete. However, if the actual cash value amount is insufficient to initiate repair or replacement of the damaged residential building, we will advance to you the amount necessary for you to initiate such repair or replacement. After the payment of actual cash value or such greater amount as described above, we will advance further amounts as necessary to continue the repair or replacement. The total of all advances and other payments hereunder will not exceed the amount allowed under Paragraph **6.d.(1)(b),** nor will that total exceed the amount of loss payment we agree upon.

Under this loss settlement procedure, the following special provisions apply:

(1) You shall promptly forward to us evidence of the agreement with the party repairing or replacing the damaged residential building, showing the cost and estimated completion date of the repairs to the building;

(2) We will send to you the balance, if any, of the loss payment previously agreed upon when you forward to us evidence of the completion of the repairs to the damaged residential building.

b. Paragraph **6.d.(2)** concerning the "Actual Cash Value Buildings" option does not apply.

B. Section III – Common Policy Conditions (Applicable to Section I – Property And Section II – Liability) is amended as follows:

1. The following is added to Paragraph **J. Transfer Of Rights Of Recovery Against Others To Us:**

If we pay an innocent co-insured victim of domestic abuse for loss arising out of an act of domestic abuse by another insured, the rights of the innocent co-insured to recover damages from the perpetrator of the domestic abuse are transferred to us to the extent of our payment. Following the loss, the innocent co-insured may not waive such rights to recover against the perpetrator of the domestic abuse.

C. In Paragraphs **A.1.** and **B.1.** of this endorsement, domestic abuse means attempting to cause or intentionally, knowingly or recklessly causing damage to property for the purpose of intimidating or attempting to control the behavior of another person, including a minor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

Section II – Liability is amended as follows:

The following replaces exclusion **B.1.j. Disease**:

This insurance does not apply to:

j. Communicable Disease

"Bodily injury," or "property damage" or "personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the:

(1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

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POLICYHOLDER NOTIFICATION OF RATE MODIFICATION

Dear Policyholder:

New Mexico regulations require us to notify you of any rating modification factors that have been applied to this policy.

If this is a new policy being issued by our company, you are notified of the following factors and resulting amounts which resulted in the rating modification. If this is a renewal policy, you are notified that the following rating modification factors have been added or removed as indicated.

		Range of Modifications				Computations of	
		Credit		Debit		Credit	Debit
A	Management – financial stability, cooperation, loss record, safeguarding of property, experience, ability.	8%	to	8%		_____	_____
B.	Location – customer accessibility, environment, climatic conditions.	7%	to	7%		_____	_____
C.	Building Features – age, condition, maintenance program.	5%	to	5%		_____	_____
D.	Premises & Equipment – care, condition, maintenance program.	5%	to	5%		_____	_____
E.	Employees - selection, training, supervision, experience level.	3%	to	3%		_____	_____
F.	Protection – fire department accessibility, police supervision, alarms, watchmen.	2%	to	2%		_____	_____
Schedule Rating (IRPM) Factor:						_____ Credit	14% Debit

If you would like more information regarding these factors, please contact your agent.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

SCHEDULE

Name Of Person Or Organization: **PLAINS EAGLE CORPORATION** **1221 MERCANTILE RD , Santa Fe NM 87507** **Location Of Premises (Part Leased To You):** **1213 MERCANTILE RD STE C & D, Santa Fe NM 87507**

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability:**

4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

This insurance does not apply to any "occurrence" that takes place after you cease to be a tenant in the premises shown in the Schedule or structural alterations, new construction and demolition operations performed by or for the person or organization designated in the Schedule.

COMMERCIAL ADVANTAGE POLICY
CBP 047 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL ADVANTAGE POLICY

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SCHEDULE

Name Of Person Or Organization: **JESUIT VOLUNTEERS** **801 ST. PAUL ST , Baltimore MD 21202** **Location Of Premises (Part Leased To You):** **1213 MERCANTILE RD STE C & D, Santa Fe NM 87507**

Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph **C. Who Is An Insured** in **Section II – Liability:**

4. The person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule.

This insurance does not apply to any "occurrence" that takes place after you cease to be a tenant in the premises shown in the Schedule or structural alterations, new construction and demolition operations performed by or for the person or organization designated in the Schedule.

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE DREAMERS PROJECT
DBA: SANTA FE DREAMERS PROJECT

Business Location: 1213 MERCANTILE RD C
SANTA FE, NM 87505

CRS Number: 03378225003

Owner: ALLEGRA LOVE

License Number: 224505

License Type: Business License - Renewable

Issued Date: August 24, 2020

Classification: Business Registration - Standard

Expiration Date: August 24, 2021

Fees Paid: $35.00

SANTA FE DREAMERS PROJECT
PO BOX 8009
SANTA FE, NM 87504

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200595**

Contractor: **Santa Fe Dreamers Project**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Good and Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0585**

Increase/(Decrease) Amount $ **120,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1 approved in FY21: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Dunaway (Aug 23, 2021 15:56 MDT) Aug 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment was inadvertently issued by the department only to extend - did include increase to compensation for FY 22.

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 14:51 MDT) Aug 23, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Dreamers Project

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 15:56 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

Signature: Kyra Ochoa (Aug 16, 2021 15:07 MDT)

Email: krochoa@santafenm.gov

GB COMM HEALTH AND SAFETY SANTA FE DREAMERS AMENDMENT 2_1

Final Audit Report 2021-08-16

Created:	2021-08-16
By:	Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2HF5-CYgyZZ_irBMX7fGV52ar-sH6J9q

"GB COMM HEALTH AND SAFETY SANTA FE DREAMERS A MENDMENT 2_1" History

Document created by Julie Sanchez (jjsanchez@ci.santa-fe.nm.us)
2021-08-16 - 8:35:33 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
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Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-08-16 - 9:07:04 PM GMT - Time Source: server- IP address: 174.205.37.85

Agreement completed.
2021-08-16 - 9:07:04 PM GMT

GB COMM HEALTH AND SAFETY SANTA FE DREAMERS AMENDMENT 2

Final Audit Report 2021-08-23

Created:	2021-08-23
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiMWZ4ckSxd570zRI9zLS5Q33UU1hp2Ne

"GB COMM HEALTH AND SAFETY SANTA FE DREAMERS A MENDMENT 2" History

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Signature Date: 2021-08-23 - 9:56:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-08-23 - 9:56:41 PM GMT

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7j Request for approval of Amendment No. 2 to contract #19-0585 for Santa Fe Dreamers Project to increase compensation an additional $40,000.00 for FY22 Safety-Net Services for a contract total of $120,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO
KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200597

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0584

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and ST. ELIZABETH SHELTER (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$300,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services, and at the rate of

fifty dollars ($50.00) per unduplicated person served for Tier I services in FY22 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
St. Elizabeth Shelter

Edward Archuleta
Edward Archuleta (Aug 2, 2021 07:14 MDT)

Executive Director
NAME & TITLE

Date: Aug 2, 2021

CRS# 02-059151-00-9

Business Reg. No. 225673

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 29, 2021 11:27 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-05884

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and St. Elizabeth Shelter (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1, subparagraph C of the Agreement is hereby amended to reflect a change in deliverables so that Section 1, subparagraph C reads in its entirety as follows:

3) Navigation services to a minimum of 250 clients x $250.00 per individual adult/family for a total of $62,500.00.

4) Safety net services to a minimum of 750 clients at $50.00 per individual adult/family for a total of $37,500.00.

2. COMPENSATION

Article 3, Subparagraph A, paragraph 2 of the Agreement is amended to reflect the

changes in client navigation services to 250 clients x $250.00 per individual adult/family at $62,500.00 and safety net services to a minimum of 750 clients x $50.00 per individual adult/family at $37,500.00. Article 3, Subparagraph A, paragraph 2 reads in it's entirety as follows:

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred and fifty dollars ($250.00) per unduplicated person served for Tier II services and fifty dollars ($50.00) per individual adult/family receiving safety net services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax..

3. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 3, 2021

ATTEST:

Kristine Mihelcic (May 4, 2021 15:59 MDT)

KRISTINE MIHELCIC, CITY CLERK

GB Mtg 04/14/2021

APPROVED AS TO FORM: GC

Marcos Martinez

Marcos Martinez (Jan 12, 2021 13:25 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Acting Finance Director

Alexis Lotero, Acting Finance Director (Apr 30, 2021 17:01 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL

MUNIS ORG/OBJ AL

CONTRACTOR:
St. Elizabeth Shelter

NAME & TITLE

Date: 1/15/21

CRS# Exempt

Business Reg# 02-059151-009

BUSINESS LICENSE#225673

ITEM # 19-0584

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ST. ELIZABETH SHELTER** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered

HIPAA-covered entities, including health plans, healthcare clearinghouses and healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. Scope of Work.

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☒ Community Safety	☐ Fall-related deaths ☒ Homelessness rate ☐ Domestic Violence rate
☐ Equitable Society	☐ % Unemployment ☐ % Food insecure households ☐ % Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 600 unduplicated adult individuals and/or families x $166.67 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency

Room (ER) and jail use data if relevant, and data on those indicators pertinent for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black

with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % referred to housing or received housing-related assistance; # or % who accomplished specific goals related to housing; # or % clients obtaining house; # of clients staying in housing after 30 days; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$200,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY20 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred and sixty-six dollars and sixty-seven cents ($166.67) per unduplicated person served for Tier II services in FY21 for up to a total of one hundred thousand dollars ($100,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant

to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject

to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [St. Elizabeth Shelter, 804 Alarid Street, director@steshelter.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
St. Elizabeth Shelter

NAME:
TITLE: Executive Director

DATE: 7/1/19

CRS# EXEMPT
REGISTRATION# 19-00029484

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
deputy. 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ST ELIZABETH SHELTER
DBA: ST ELIZABETH SHELTER

Business Location: 804 ALARID ST
SANTA FE, NM 87501

CRS Number: 02059151009

Owner: ST ELIZABETH SHELTER

License Number: 225673

License Type: Business License - Renewable

Issued Date: January 15, 2021

Classification: Business Registration - Standard

Expiration Date: January 15, 2022

Fees Paid: $35.00

ST ELIZABETH SHELTER
804 ALARID ST
SANTA FE, NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CONRAD SCHOTT
ZIA INSURANCE AGENCY P.O. BOX 2105 SANTA FE, NM 87504 CONRAD SCHOTT	PHONE (A/C, No, Ext): (505) 983-7329 FAX (A/C, No): (505) 986-6116 E-MAIL ADDRESS:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ST. ELIZABETH SHELTER 804 ALARID ST SANTA FE, NM 87505	INSURER A: PHILADELPHIA INDEMNITY INS CO	
	INSURER B: NEW MEXICO MUTUAL CASUALTY	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2019-01 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] PROFESSIONAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	PHPK2209359	12/14/2020	12/14/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK2209359	12/14/2020	12/14/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	11253.127	01/05/2021	01/05/2022	WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Employee Dishonesty			PHPK2209359	12/14/20	12/14/21	Limit: $35,000 Ded: $500.00	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
LOCATION: 804 ALARID STREET SANTA FE, NM 87505

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED

CERTIFICATE HOLDER

CITY OF SANTA FE
P O BOX 909
SANTA FE, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: St. Elizabeth Shelter

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 23, 2021 13:50 MDT)	Chief Procurement Officer	Aug 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200597**

Contractor: **St. Elizabeth Shelter**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0584**

Increase/(Decrease) Amount $ **300,000.00**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

Amendment #1 approved in FY21: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaney (Aug 23, 2021 13:50 MDT)

Purchasing Officer Review: Aug 23, 2021 Date:

Comment & Exceptions: Amendment -Only term was extended and Department inadvertently did not include compensation for FY22 Amendment issued

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 23, 2021 12:43 MDT)

Budget Officer Approval: Aug 23, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7k Request for approval of Amendment No. 2 to contract #19-0584 for St. Elizabeth Shelter to increase compensation an additional $100,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $300,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** JJS

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0588 for Literacy Volunteers of Santa Fe to increase compensation an additional $60,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $180,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021**.** With a one year term extension, contracts will end June 30th, 2022**.**

CONTRACT NUMBER:
The MUNIS contract number is: 3200712

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval**.**

CITY OF SANTA FE
AMENDMENT No. 2 TO
GOODS AND SERVICES AGREEMENT
#19-0588

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE GOODS AND SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LITERACY VOLUNTEERS OF SANTA FE (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide safety net services to adult's ages 18+.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, of the Agreement is hereby amended to increase the compensation, so that Article 3 reads in its entirety as follows:

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

FY22: Unduplicated People Served 140 x $428.00 (annual per person rate) = $60,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$180,000.00] including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
Literacy Volunteers

Letty Naranjo-Executive Director
NAME & TITLE

Date: 7/27/21
CRS# 19-0111062
Business Reg. No. 225913

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 09:45 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0588

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and LITERACY VOLUNTEERS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

> THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in

Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 14, 2021

ATTEST:

KRISTINE MIHELCIC, CITY CLERK XIV

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 12, 2021 08:52 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (May 14, 2021 10:49 MDT)

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400 AL
MUNIS ORG/OBJ AL

CONTRACTOR:
Literacy Volunteers

Letty Nava is Executive Director
NAME & TITLE

Date: 28 Jan 2021
CRS# Exempt
Business Reg# 19-00111062
BUSINESS LICENSE#225913

ITEM # 19-0588

CITY OF SANTA FE

GOODS AND SERVICES
Tier I: Safety Net Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **LITERACY VOLUNTEERS OF SANTA FE** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

a. "Products and Services schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

b. "You" and "your" refers to **(LITERACY VOLUNTEERS OF SANTA FE).** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

c. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies. These services are geared toward eliminating or reducing potentially dangerous or life-threatening conditions of poverty.

d. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

e. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

f. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

g. Unemployment: the circumstance of being without a paid job while available to work.

h. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

i. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

2. **Scope of Work**

Tier I: Safety Net Services Delivery (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☒% Adults Age 25+ with Post-Secondary education ☐ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

2) Safety net services to City of Santa Fe resident's ages 18+.

3) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee, which will track individual client outcomes and effectiveness of referrals within a network on participating community organizations. This includes participation in data sharing with other organizations on referrals received and processed (with consent of the clients served obtained by referring agency) and requires MOUs with community partners, to be negotiated with the assistance of the City of Santa Fe. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

4) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of referrals and number of clients served.

5) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery.

6) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # or % of adult participants placed in employment, # or % of adult participants enrolled in post-secondary education; # or % of participants with improved literacy after 6 months in the program; and

2) # or % of clients referred to Literacy Volunteers from outside agencies; and

3) # or % of Literacy Volunteers participants screened by the social needs screening tool.

C. *Deliverables:*

1) Provide Literacy Instruction, Employment programming and Post-secondary enrollment to a minimum of 140 unduplicated adult individuals and/or families x $428.00 per individual adult/family.

2) Annual report and three quarterly reports documenting outcomes of referrals, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item: _____

FY20: Unduplicated People Served 140 x $428.00 (annual per person rate) = $60,000.00 (Total Contract Amount)

FY21: Unduplicated People Served 140 x $428.00 (annual per person rate) = $60,000.00 (Total Contract Amount)

The total compensation under this Agreement shall not exceed [$120,000.00] including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **June 30th 2021** The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractorfails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractorliable for any excess cost occasioned by the City due to the Vendor's default. The Contractorshall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the

sub-contractor were obtainable from other sources in sufficient time to permit the Contractorto meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Grounds. The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

8. **Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Site Visits.**

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

15. **Commercial Warranty**

The Contractoragrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractorgives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractoragrees not to disclaim warranties of fitness for a particular purpose or merchantability.

16. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

17. **Records and Financial Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City.

18. **Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

19. **Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

20. **Confidentiality**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the City.

21. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

22. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

23. **Scope of Agreement; Merger**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

24. **Notice**

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

25. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure that no person in the United States shall on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

26. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

27. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

28. **Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

29. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

30. **Incorporation by Reference and Precedence**

A. If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

B. In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of

precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

31. **Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

32. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

33. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

34. **Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

35. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

36. **Invalid Term or Condition**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

37. **Enforcement of Agreement**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

38. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys'

fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

i. give the Contractor prompt written notice within 48 hours of any claim;

ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

39. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

40. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the

Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

41. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

42. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: [Literacy Volunteers, 6401 Richards Ave, letty.naranjo@sfcc.org].

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

43. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

44. **Reporting.**

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMITTEE.

B.

Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
Literacy Volunteers

Letty Naranjo
NAME: Letty Naranjo
TITLE: Executive Director

DATE: 2 July 2019

CRS#EXEMPT
REGISTRATION # 19-00111062

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:

Andrea Salazar
for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Mary McCoy
MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Risk Services	
Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Avenue Woodland Hills, CA 91367	PHONE (A/C, No, Ext): (800) 578-8802	FAX (A/C, No): (818)449-9449
	E-MAIL ADDRESS: rservices@pomsassoc.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : New Mexico Public Schools Insurance Authority	N/A
INSURER B : Safety National	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New Mexico Public Schools Insurance Authority
Member: Santa Fe Community College
4110 Old Taos Highway
Santa Fe, NM 87501

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [ ] OCCUR [X] [X] Owners Contractors Protective Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			MOC NO L0024	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Maximum Liability	$ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ Tort Limit $ 1,050,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Maximum Liability	
	UMBRELLA LIAB [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
							Each Occurrence Maximum Liability	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See attached New Mexico Tort Claims Act Section 41-4-19: Maximum Liability Summary. Cert Holder is additional insured if required by written contract. General Liability Retention=$750K.

Respects to Insured's liability arising out of the Literacy Program.

CERTIFICATE HOLDER

City of Santa Fe, Youth & Family Services
PO Box 909
Santa Fe, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Poms & Associates Insurance Brokers	New Mexico Public Schools Insurance Authority
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** **: Notes**

Summary of New Mexico Tort Claims Act Section 41-4-19:
Maximum Liability Governmental entities and agencies, including public schools, public charter schools and community colleges and universities are granted immunity from liability.
Commercial General Liability Products and Completed Operations Professional Liability Contractual Liability
Imposed by New Mexico Tort Claims Act [NMSA 1975 §41-4-1 through 41-4-29]
$400,000 Bodily Injury Per Person
$200,000 Property Damage Per Property Address
$300,000 Medical
$750,000 Per Occurrence
$1,050,000 Combined Limit/Maximum Liability

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: LITERACY VOLUNTEERS OF SF
DBA: LITERACY VOLUNTEERS OF SF

Business Location: 6401 RICHARDS AVE
SANTA FE , NM 87508

CRS Number: 02037751007

Owner: LITERACY VOLUNTEERS OF SF

License Number: 225913

License Type: Business License - Renewable

Issued Date: February 18, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 18, 2022

Fees Paid: $10.00

LITERACY VOLUNTEERS OF SF
6401 RICHARDS AVE
SANTA FE , NM 87508

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Literacy Volunteers

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Aug 31, 2021 11:23 MDT)	Chief Procurement Officer	Aug 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200712**

Contractor: **Literacy Volunteers of Santa Fe**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

☑ Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Goods and Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0588**

Increase/(Decrease) Amount $ **180,000.00**

Extend Termination Date to:

☐ Approved by Council Date:

Amendment is for: **Extend grantee compensation for one year per vote by the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 31, 2021 11:23 MDT) Aug 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment#2 issued to increase comp that was not included on A #1

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 30, 2021 10:44 MDT) Aug 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

Signature: Kyra Ochoa (Aug 20, 2021 14:38 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7l

Request for approval of Amendment No. 2 to contract #19-0588 for Literacy Volunteers of Santa Fe to increase compensation an additional $60,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $180,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

COMMITTEE REVIEW:
Quality of Life Committee: 9/15/21
Finance Committee: 9/20/21
Governing Body: 9/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **July 26, 2021**

TO: **Alan Webber, Mayor and City Council**
Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

---

ITEM AND ISSUE:
Request for approval of Amendment No. 2 to contract # 19-0582 for YouthWorks to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov, (505)955-6678)

BACKGROUND AND SUMMARY:
The Santa Fe Human Services Committee (HSC) was established by resolution in 2012 to assess and advocate for human service needs, coordinate resources to maximize cost-effectiveness, evaluate local human services programs and provide technical assistance to programs. The Responsibilities of the Committee include oversight of the Human Services Fund, review of applications for the fund and making recommendations, and ensuring access to services for all residents of Santa Fe.

The Committee in partnership with the County wishes to ensure that essential services, which include primary health care, access to basic materials goods and services like food and shelter, mental health counseling and related crisis services, are available to our residents. Community organizations funded with Human Services funding participate in CONNECT; a network that helps Santa Feans navigate a complex, sometimes challenging system of care. Organizations collect and track data to show the scope of our community need and our collective impact on that need.

This is a request to amend Human Service funded contracts with a contract fund extension for a term of one (1) year to ensure the continuation of support services to the community in the midst of a pandemic. Organizations have responded to the pandemic and altered and refined operations to serve the community while following public health orders. By extending the contract for a term of one year, organizations who are already burdened with adapting to COVID-19 restrictions can concentrate on delivery of services and resources without the added element of responding to a Referral for Proposal (RFP) process. We propose that a Human Service fund RFP is released in March of 2022.

The Committee works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Committee has reviewed this request and recommends the Scope of Work and contract extension be approved.

PROCUREMENT METHOD:
On March 5, 2019, RFP # 19/31/P was issued through the Purchasing Office. The Human Services Committee reviewed requests, made recommendations to the Governing Body and contracts were executed

July 12, 2019 for a three (3) year term ending June 30, 2021. With a one year term extension, contracts will end June 30th, 2022.

CONTRACT NUMBER:
The MUNIS contract number is: 3200587

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Human Service Fund/ 240
Munis Org Name/Number: Human Services/ 2400122
Munis Object Name/Number: Grants and Services/510400

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully requests your review and approval.

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0582

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated May 29, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and YOUTHWORKS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 2, Subparagraph A, of the Agreement is hereby amended to increase the compensation, so that Article 2 reads in its entirety as follows:

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$150,000.00].

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred and thirty-four dollars and seventy-eight cents ($434.78) per unduplicated person served for Tier II services in FY22 for up to a

total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY 21 and FY22 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
YouthWorks

Executive Director
Melynn Schuyler
NAME & TITLE

Date: July 22, 2021
CRS# 02-C711-61-00-6
Business Reg. No. 222597

ATTEST:

_____
KRISTINE M. BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 21, 2021 14:11 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ AJH
AJH

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0582

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 12, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and YOUTHWORKS (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the navigation and safety net services to adult's ages 18+.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM

Article 3, of the Agreement is hereby amended to reflect a change in term so that Article 3 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

Date: May 14, 2021

ATTEST:

CITY CLERK

GB MTG 04/28/2021

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Jan 8, 2021 14:45 MST)

SENIOR ASSISTANTCITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR

2400122.510400
MUNIS ORG/OBJ

CONTRACTOR:
YouthWorks

Melynn Schuyler, Executive Director
NAME & TITLE

Date: January 11, 2021

CRS#EXEMPT
REGISTRATION# 19-00091367
BUSINESS LICENSE# 22597

ITEM # 19-0582

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT
Tier II Navigation Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YOUTHWORKS** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Definitions.**
   a. Safety Net Services: Social welfare services provided by state and local government and non-profit agencies intended to eliminate or reduce potentially dangerous or life-threatening conditions of poverty.

   b. Navigation: the function of linking clients with essential health and community services, performed by a navigator who coordinates care and services across siloed mental, behavioral, and physical health care delivery systems, leading to greater holistic and person-centered care. Navigation assists individuals in overcoming barriers to care and increases their engagement and active participation in care.

   c. Food Insecure: lacking reliable access to a sufficient quantity of affordable, nutritious food.

   d. Binge Drinking: the consumption of an excessive amount of alcohol in a short period of time. https://www.cdc.gov/alcohol/fact-sheets/binge-drinking.htm

   e. Homelessness: the circumstance of being without a permanent dwelling, such as a house or apartment.

   f. Unemployment: the circumstance of being without a paid job while available to work.

   g. Openness and Acceptance: a condition where inclusion into a larger social group and access to needed resources are available to all, regardless of ethnicity, sexual orientation, country of origin, age, or gender.

   h. Warm hand off: A warm hand off is a referral conducted in person, between two members of a navigation team, in front of the client (and family if present).

   i. Health Insurance Portability and Accountability Act (HIPAA): HIPAA (Health Insurance Portability and Accountability Act of 1996) is United States legislation that provides data privacy and security provisions for safeguarding medical information. The HIPAA Privacy Rule applies to organizations that are considered HIPAA-covered entities, including health plans, healthcare clearinghouses and

healthcare providers. In addition, the HIPAA Privacy Rule requires covered entities that work with a HIPAA business associate to produce a contract that imposes specific safeguards on the protected health information (PHI) that the business associate uses or discloses.

j. Protected Health Information (PHI): The HIPAA Privacy Rule protects all individually identifiable health information that is held or transmitted by a covered entity or a business associate. This information can be held in any form, including digital, paper or oral. This individually identifiable health information is also known as PHI under the Privacy Rule. PHI includes:

i. a patient's name, address, birth date and Social Security number;
ii. an individual's physical or mental health condition;
iii. any care provided to an individual; or
iv. information concerning the payment for the care provided to the individual that identifies the patient, or information for which there is a reasonable basis to believe could be used to identify the patient.
v. The HIPAA Privacy Rule does not consider employment records -- including information about education, as well as other records subject to or defined in the Family Educational Rights and Privacy Act -- as PHI. For de-identified data, however, there are no restrictions to its use or disclosure. De-identified data does not identify or provide information that could identify an individual.

k. HIPAA Business Associate Agreement (BAA): Under HIPAA, a HIPAA business associate agreement (BAA) is a contract between a HIPAA-covered entity and a HIPAA business associate (BA). The contract protects PHI in accordance with HIPAA guidelines.

l. Memorandum of Understanding (MOU): A non-binding agreement between two or more parties outlining the terms and details of an understanding including each parties' requirements and responsibilities.

<u>This Space Intentionally Left Blank</u>

2. **Scope of Work.**

Tier II: Safety Net Services Delivery and Navigation Services (ages 18+)

Funding Category/Goal Area	Indicators
☐ Adult Health	☐ Chronic disease rates (Heart disease, diabetes, cancer, and obesity) ☐ Rate of adults consuming 5+ fruits and veggies daily ☐ Rate of adults meeting recommended physical activity levels (150 minutes of aerobic physical activity per week) ☐ % Women receiving prenatal care in 1st trimester
☐ Behavioral Health	☐ % Current depression (past 2 weeks) ☐ Suicide death rates ☐ % Binge drinking (past 30 days) ☐ Alcohol-related deaths ☐ Drug-overdose deaths ☐ Untreated adults with mental illness
☐ Community Safety	☐ Fall-related deaths ☐ Homelessness rate ☐ Domestic Violence rate
☒ Equitable Society	☒ % Unemployment ☐ % Food insecure households ☒ % Adults Age 25+ with Post-Secondary education ☒ Openness and acceptance of community toward people of diverse backgrounds

A. The Contractor shall perform the following work:

1) Navigation and/or safety net services in the above-selected funding category/goal area to impact the selected indicator(s).

   a. Navigation services to a minimum of 115 unduplicated adult individuals and/or families x $434.78 per individual adult/family.

2) Navigation and/or safety net services to City of Santa Fe resident's ages 18+.

3) Ensure navigator is experienced and qualified and engages in continued educational opportunities on an annual basis to increase professional qualifications.

4) Assess clients' social needs, including safe and secure housing, nutritious food, reliable utilities and transportation, and access to health insurance, employment and education. Collect client demographic data, Emergency Room (ER) and jail use data if relevant, and data on those indicators pertinent

for the population served, i.e. chronic disease, suicide, alcohol, drug abuse, and access to healthy food.

5) Deliver navigation services tailored to the individual's priorities that are culturally relevant and based on a team approach of service delivery that reflects cross-agency collaboration. This includes:

    a. Development of a navigation plan with the individual that sets appropriate goals, such as addressing safe and secure housing, food, utilities and transportation, health system enrollment, access and navigation, education and literacy, preventive care and treatment, chronic disease management, and effective social and community referrals.

    b. Identification of community and social resources tailored to the individual's needs and interaction with a network/team to address priorities of the navigation plan, develop sustainable relationships with community resources, and provide and document a "warm hand-off." Referrals will be considered complete if a sustained relationship has been verified by the individual and service provider and documented by the navigator.

6) Use an agreed-upon IT system to be determined by the City of Santa Fe's Community Services Department and the Human Services Committee. This includes participation in data sharing with other community and social organizations on activities related to navigation plans with consent of the clients served and requires MOUs/BAA's with community partners, to be negotiated with the assistance of the City of Santa. Share aggregate and non-medical client data with other City of Santa Fe and Santa Fe County-funded partners.

7) Provide Program Manager or other appointed City staff with quarterly data on performance measures, outcomes of navigation, demographics, and number of clients served.

8) Survey individuals-served annually to assess their continued engagement with needed resources and satisfaction with service delivery and/or Tier II navigation services.

9) Ensure navigators receive training on HIPAA standards and adhere to all HIPAA policies and requirements.

10) Ensure as appropriate that clients served are from underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American/Black with a priority serving low to very low-income households.

B. *Performance Measures:*

Contractor shall substantially perform the following:

1) # Clients helped by navigator, # Clients screened using the social needs screening tool; and

2) # or % clients receiving classroom and on-the-job training; # or % placed in permanent employment; # or % enrolled in post-secondary education; # or % of clients receiving their GED; and

3) # or % of clients served by the Navigator reporting an improvement in circumstances or positive change in social determinants of health.

C. *Deliverables:*

1) Annual report and three quarterly reports documenting outcomes of navigation, including a year-end summary of City grant related expenses plus additional material as requested by the Human Service Committee or City of Santa Fe Community Services Department/Youth and Family Services Division.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City and Human Services Committee in obtaining its goal(s) as set forth in its Strategic Plan on page(s) 1-4.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed [$100,000.00].

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred and thirty-three dollars and thirty-one cents ($434.78) per unduplicated person served for Tier II services in FY20 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of four hundred and thirty-three dollars and thirty-one cents ($434.78) per unduplicated person served for Tier II services in FY21 for up to a total of fifty thousand dollars ($50,000.00), including gross receipts tax.

B. Payment in FY21 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30th 2021** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Non-Collusion.**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

10. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

16. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

27. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@ci.santa-fe.nm.us].

To the Contractor: [YouthWorks, 1504 Cerrillos Road, melynn@santafeyouthworks.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. Reporting.

Grantees shall submit Quarterly Reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 15th of the month subsequent to the Quarter end date with the exception of the 4th quarter which is due July 5th. If the 15th falls on a weekend reports will be due the following Monday by close of business. Quarterly Reports shall include the following:

A. Total Amount of funds received, Amount of funds received that were expended for programs; Number of adults served in the current quarter (if not already included in

reporting template); reporting template with attachments or reporting as requested by DIVISION, DEPARTMENT or the COMMISSION.

B. Fiscal Year Quarters:	**Reports Due:**
Quarter 1: July-September	October 15th
Quarter 2: October-December	January 15th
Quarter 3: January-March	April 15th
Quarter 4: April-June	July 5th

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

DATE: 7/12/19

CONTRACTOR:
YouthWorks

Executive Director
NAME:
TITLE:

DATE: 07/03/19

CRS# EXEMPT
REGISTRATION# 19-00091367

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg 5.29.2019

APPROVED AS TO FORM:

for ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY T. MCCOY, FINANCE DIRECTOR

22763.510400
Business Unit Line Item

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective Insurance Company of America — 12572
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER B : New Mexico SW Casualty Co INSURER C : Selective INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2305636	7/2/2021	7/2/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S 2305636	7/2/2021	7/2/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S 2305636	7/2/2021	7/2/2022	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH)	N / A		0101668	8/1/2020	8/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Commercial Property			S 2305636	7/2/2021	7/2/2022		
C	Professional Liab.			S 2305636	7/2/2021	7/2/2022		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2021 - 8/15/2021

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: YouthWorks

Procurement Title: RFP#19/31/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Julie Sanchez	Youth and Family Services Division Director	7/26/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Aug 31, 2021 11:17 MDT)	Chief Procurement Officer	Aug 31, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200587**

Contractor: **YouthWorks**

Description: **Human Services Committee (HSC) funded adult services for FY22**

Contract [◉] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: **July 1, 2019** Term End Date: **June 30, 2022**

[☑] Approved by Council Date: **05/29/2019**

Contract / Lease: **HSC Approved Professional Service Agreement**

Amendment # **2** to the Original Contract / Lease # **19-0582**

Increase/(Decrease) Amount $ **150,000.00**

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for: **Extend grantee compensation for one year per the HSC**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Amendment #1: Extend agreement term from July 1, 2019 to June 30, 2022.

3. **Procurement History:** **RFP 19/31/P**

Fran Delaway (Aug 31, 2021 11:17 MDT) Aug 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #2 was to increase compensation that was not included when A#1 was issued.

4. **Funding Source:** **Human Services Fund/240** **Org / Object:** **2400122/510400**

Andy Hopkins (Aug 30, 2021 10:43 MDT) Aug 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: Kyra Ochoa
Kyra Ochoa (Aug 16, 2021 12:44 MDT)

Email: krochoa@santafenm.gov

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7m Request for approval of Amendment No. 2 to contract #19-0582 for YouthWorks to increase compensation an additional $50,000.00 for FY22 Navigation and Safety-Net Services for a contract total of $150,000.00 (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Aspen Solutions, LCC

Procurement Title: Youth and Adult Contracts Data Project (RFP 22/01/P)

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Health and Safety Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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☒	☐	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☒	All documentation presented to Committees
☐	☒	Other: _____

Julie Sanchez | Youth and Family Services, Division Director | 08/23/21

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (Aug 31, 2021 11:31 MDT)

Chief Procurement Officer | Aug 31, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico
Memorandum

DATE: **August 23, 2021**

TO: **Alan Webber, Mayor and Governing Body**
Quality of Life and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

---

ITEM AND ISSUE:
Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accountability framework for the grantees of the Human Services Committee and Children and Youth Commission. (Julie Sanchez, Youth and Family Service Division Director, jjsanchez@santafenm.gov; 505-955-6678)

BACKGROUND AND SUMMARY:
The Children and Youth Commission and Human Services Committee are funding grantees to be part of CONNECT, a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health. The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being.

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this discipline to improve the lives of children, youth, families and adults. RBA is used by the City of Santa Fe's organizations to improve the effectiveness of these types of programs.

RBA is the use of data-driven, decision-making process to help communities and organizations get beyond talking about problems to implementing 'actions' to solve problems within communities. The population versus performance distinction is what separates RBA from all other frameworks. It is important to understand because it determines who is responsible for what. Population accountability organizes our work with co-equal partners to promote community well-being. In contrast, Performance Accountability organizes our work to have the greatest impact on City communities.

By integrating RBA with CONNECT, the City will be able to measure outcomes on a range of important community health needs, from youth suicide prevention to providing permanent housing for chronically homeless individuals and the grantees will see their program impacts too.

As part of the contract, Aspen Solutions will be providing the following services for the City and its contracted grantees (for all listed deliverables and scope of service see attached PSA):

A. Develop target outcomes using the Results Based Accountability (RBA) framework which are in line with Children and Youth Commission and Human Services Committee's Key

Indicators; and assist with input into a data collection/reporting system;

B. As needed, participate in Unite Us meetings on network standards, data collection and inputting data into city designated software system;
C. Provide feedback on CONNECT navigation protocols, and network standards to increase grantee data collection and reporting success;
D. As necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
E. Develop and revise, as needed a data collection template that synchronizes with the city designated software system.
F. Produce bi-annual fact sheets/data snapshots highlighting grantee quantitative and qualitative data, outcomes, and challenges.
G. Produce a fiscal year-end data report to present to the HSC and CYC and other stakeholders.
H. Present final RBA template, data collection protocols/standards and training curriculum, to the Human Services Committee, Children and Youth Commission and when appropriate, the City of Santa Fe Governing Body and Council Committees.

PROCUREMENT METHOD:
On June 24, 2021 RFP 22/01/P was released. The evaluation committee evaluated two (2) proposals and determined that Aspen Solutions, LLC was the best candidate.

CONTRACT NUMBER:
The FY22-FY25 Munis contract number is 3202939.

The contract will end June 30th 2025.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Children and Youth/Fund 256/Human Services/Fund 240
Munis Org Name/Number: Children and Youth/2560122/Human Services/2400122
Munis Object Name/Number: Other Consulting /510340/ Other Consulting/510340
Amounts: 2560122.510340 ($188,000.00)/2400122.510340 ($188,000.00)

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Kyra Ochoa
Kyra Ochoa (Aug 25, 2021 09:40 MDT)

Email: krochoa@santafenm.gov

The City of Santa Fe
AND
Community Services Department
Youth and Family Services Division

REQUEST FOR PROPOSALS (RFP)

Youth and Adult Contractors Data Project

RFP#
22/01/P

RFP Release Date: June 24, 2021
Proposal Due Date: July 22, 2021

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of professional services for program evaluation using a Results Based Accountability framework.

B. BACKGROUND INFORMATION

Results-Based Accountability (RBA) is a disciplined way of thinking and acting to improve entrenched and complex social problems. Communities use this discipline to improve the lives of children, youth, families and adults. RBA is used by the City of Santa Fe's organizations to improve the effectiveness of these types of programs.

RBA is the use of data-driven, decision-making process to help communities and organizations get beyond talking about problems to implementing 'actions' to solve problems within communities. The population versus performance distinction is what separates RBA from all other frameworks. It is important to understand because it determines who is responsible for what. Population accountability organizes our work with co-equal partners to promote community well-being. In contrast, Performance Accountability organizes our work to have the greatest impact on City communities.

Results-Based Accountability (RBA) improves the lives of children, families, and communities and the performance of programs by the following:

- Assists City Programs to implement talk to action, quickly;
- RBA is a simple, common sense process that all diversities can understand;
- Helps committee groups to surface and challenge assumptions that can be barriers to innovation;
- Builds collaboration and consensus in committee based programs;
- Uses data and transparency to ensure accountability for both the well-being of people and the performance of programs.

Creating Community Impact with RBA:
In RBA, these conditions of well-being are referred to as results or outcomes in Community impact which focuses on the conditions of well-being for: children, families and communities that a group of leaders are working to improve. For example: "Residents with good jobs," "Children ready for school," or "A safe and clean neighborhood". For communities, the measurements are known as community indicators and are usually collected by public agencies. A community wanting to have residents with good jobs may look at "turning the curve" on the unemployment rate.

Performance Accountability:
Organizations and programs can only be held accountable for the customers they serve. RBA helps organizations identify the role they play in community-wide impact by identifying specific customers who benefit from the services the organization provides. For programs and organizations, the performance measures focus on whether customers are better off as a result of your services. These performance measures also look at the quality and efficiency of these services.

C. SCOPE OF WORK:

The City of Santa Fe Youth and Family Services Division is soliciting proposals from data experts, evaluators, trainers, or other professionals in the field of Children, Youth and Adults.

The request is to engage a contractor for one, four year award in the area of Results Based Accountability Program Evaluation, Data Collection, Analysis, and Reporting to assist nonprofit grantee organizations contracted by the Children and Youth Commission and Human Services Committee for the City of Santa Fe. The contractor will train contractors on system for tracking, reporting and analyzing data using a city designated software system (currently Unite Us an on-line referral management platform) and other data reporting tools as recommended.

The contractor will have a broad view of the needs and programs serving Children, Youth and Adults in our community and specialized experience in data collection methodologies, evidence based practices and fidelity assessments (developmental, process, outcome). The successful candidate will also understand the importance of ensuring confidentiality, transparency and dissemination. The goal is to provide a streamlined system which will provide the Children and Youth Commission and the Human Services Committee the ability to collect, analyze and report the impact of funding allocated to nonprofit grantee organizations.

1. Contractor shall have professional liability insurance naming the City of Santa Fe as the binder and will be furnished at time of award.
2. Contractor will maintain an up to date Santa Fe Business license which will be requested at time of award.
3. The contractor will be able to facilitate agency collaboration and partnerships to increase outcomes.
4. It is required that the contractor selected shall possess the ability to analyze complex, evolving human environments and apply principals of CQI (Continuous Quality Improvement): assessment, planning, action and evaluation. Through references from other projects the contractor will have demonstrated strong interpersonal skills, and be experienced and comfortable working with diverse socioeconomic and cultural groups.
5. The contractor shall be experienced in data mining, developing data systems, conducting user testing, information design and infographics. Ability to synthesize and present data and information that is easily understood by nonprofit agencies, the Committee and Commission, and the general public is also required.
6. The contractor will be familiar with and able to analyze and recommend a cost reimbursement amount for navigation services across multiple agencies.
7. The contractor will be asked to participate in Commission and Committee Meetings and report on the status of the data project.
8. The contractor shall be able to conduct trainings to large groups of agencies and stakeholders.

D. SCOPE OF PROCUREMENT

The resulting contract will be a single award for four years.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

E. PROCUREMENT MANAGER

The Youth and Family Services Division has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Julie Sanchez, Procurement Manager
Telephone: (505) 955-6678
Email: jjsanchez@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

F. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

G. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personable property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. "**Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

15. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

16. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

17. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

18. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

19. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

20. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

21. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

22. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

23. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s)s .

24. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

25. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.

26. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

27. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

28. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

29. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

30. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

31. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

32. "**State (the State)**" means the State of New Mexico.

33. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

34. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

35. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

H. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

Other relevant links:
https://www.santafenm.gov/connect
https://uniteus.com

The data project will be based on the indicators and priorities outlined by the Children and Youth Commission (https://www.santafenm.gov/children_and_youth_commission) and the Human Services Committee (https://www.santafenm.gov/human_services_committee)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	June 25, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	July 5, 2021
3. Pre-Proposal Conference	Requesting Department	July 6, 2021 at 3:00pm
4. Deadline to submit Written Questions	Potential Offerors	July 7, 2021
5. Response to Written Questions	Procurement Manager	July 9, 2021
6. Submission of Proposal	***Potential Offerors***	***July 22, 2021***
7.* Proposal Evaluation	Evaluation Committee	July 23, 2021 to July 30, 2021
8.* Selection of Finalists	Evaluation Committee	August 1, 2021
9.* Finalize Contractual Agreements*	Requesting Department/Finalist Offerors	August 3, 2021 to August 7, 2021
10.* Contract Awards*	Requesting Department/Finalist Offerors	August 8, 2021
11.* Protest Deadline*	Central Purchasing Office	15 days from date of award

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Youth and Family Division, Community Services Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at <July 6th, 2021 at 3:00pm> MST/MDT via <Zoom>.
< https://santafenm-gov.zoom.us/j/92569756880?pwd=Z0hpWnlaODJqbnJFa0FQY2NZZVNzUT09

Meeting ID: 925 6975 6880
Passcode: 249057
One tap mobile
+13462487799,,92569756880#,,,,*249057# US (Houston)
+16699006833,,92569756880#,,,,*249057# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
Meeting ID: 925 6975 6880
Passcode: 249057
Find your local number: https://santafenm-gov.zoom.us/u/ab77Tirmmg>

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00PM MST/MDT as indicated in

Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be Offerors comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, and Section IV.B.3 Organizational References,. >

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation via Zoom to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may be required to make their presentations through electronic means (GoToMeeting, Zoom, etc.). The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalized Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i and III.B.2.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix I. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX I) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.23. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of The City, adequately meeting the needs of The City.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199, NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);

2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub-contracted services go to subcontractors who are resident businesses.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) ELECTRONIC version of the requisite proposals as **unredacted** (def. Section I.F.34) versions for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.25) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6. The RFP number, title and due date must be in the "Subject" line of the email.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Proposal Summary (Optional)
E. Response to Contract Terms and Conditions (from Section II.C.15)
F. Offeror's Additional Terms and Conditions (from Section II.C.16)
G. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Desirable Specification
    4. Local Preferences (if applicable)
H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

The project is to assist nonprofit grantee organizations contracted by the Children and Youth Commission and Human Services Committee for the City of Santa Fe in the area of Results Based Accountability (RBA) Program Evaluation, data collection, analysis, and reporting. The contractor will develop program and organization specific RBA measures with contractors and train contractors on tracking, reporting and analyzing data using the City's designated software system and other data reporting tools.

The contractor will have a broad view of the needs and programs serving Children, Youth and Adults in our community and specialized experience in data collection methodologies, evidence based practices and fidelity assessments (developmental, process, outcome). The successful candidate will also understand the importance of ensuring confidentiality, transparency and dissemination. The goal is to continue to provide a unified approach for organizations to collect, track and report data which will provide the Children and Youth Commission and the Human Services Committee the ability to collect, analyze and report the impact of funding allocated to nonprofit grantee organizations. Billing/invoicing and reporting on services is requested quarterly.

The work includes but is not limited to;

1. Meet with grantees to conduct an analysis of current data collection, reporting and use of the Unite Us platform as an on-line referral management system and collection and analysis of data from the Unite Us dashboard;

2. Providing training and ongoing support to grant contracted organizations with inputting data and submitting quarterly reporting for their funded program, as well as other grantee identified needs;

3. Review quarterly data reports and develop a quarterly fact sheet highlighting grantee quantitative and qualitative data, outcomes, challenges;

4. Conduct a basic reimbursement rate analysis with recommendations to standardize navigation rates for navigation services to contracted agencies;

5. As requested, participate in and provide updates to the Human Services Committee and Children and Youth Commission and other municipal committees;

6. As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process;

7. Develop target outcomes using the RBA framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators; and develop a uniform data collection and reporting form for RBA metrics;

8. If necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.

9. Attend meetings with City staff and community stakeholders, as needed.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of data collection, analysis and evaluation of HSC and CYC funded organizations using Results Based Accountability framework. Provide a description of your experience if any of using the Unite Us on-line referral management platform. Provide a list of software applications and survey tools that you use on a regular basis. All data collection, analysis and evaluation provided to private sector will also be considered;

b) provide a resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the lead evaluator and/or project manager or other role of leadership to fulfill the data project. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) describe at least two project successes and failures of program evaluation using Results Based Accountability principles. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); including use of Unite Us on-line referral management platform
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. Desirable Specification

1. Provide a detailed explanation and documentation of a Master Degree in a relevant discipline (education, psychology, epidemiology, etc.), and qualify for local preference, and describe a familiarity with partnering with local private and community foundations, government agencies, and non-profits in the areas of: physical and behavioral health; education; youth development; and research, data and technology.
2. Provide a detailed explanation of the familiarity with local agencies and social issues of the community.
3. Explain the training received on the Results Based Accountability and the experience using RBA as an evaluation framework.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by an hourly rate for contractual services as defined by the scope of work.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	40
B. 2. Organizational References	30
B. 3. Desirable Specification	10
C. Business Specifications	
C. 1. Letter Of Transmittal	Pass/Fail
C. 2. Campaign Contribution Disclosure Form	Pass/Fail
C. 3. Cost	20
TOTAL POINTS AVAILABLE	**100**
C. 4. City of Santa Fe Local Preference per Section IV C. 2	**3**
C. 4. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**6**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1) 40 Points

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1) 30 Points

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all

members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

3. B.3 Desirable Specifications 10 Points

Evaluation of Desirable Specifications should be outlined in a resume or bio based on the criteria outlined in Section IV. B. 4.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Cost (See Table 1) 20 Points

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost score

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

7. C.4. Local Preferences

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied.

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL
Youth and Adult Contractor
Data Project
22/01//P
ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3:00pm MST/MDT on July 5th, 2021>. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX I.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: **Youth and Adult Contractor Data Project, RFP # 22/01//P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services

provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

Contractor will invoice for contractual services defined by the Scope of Work. Invoices will be submitted on a quarterly basis.

Description	**Type**	**Quantity**	**Cost**
Attending meetings	Hourly Rate		
Trainings	Per Training		
Review Reports	Hourly		
Reimbursement Rate Analysis	Hourly		
Develop Data Collection Priorities	Hourly		
Develop Target outcome using RBA	Hourly		
Assist Non-Profit Grantees	Hourly		
Misc			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (09/01/2021 thru 06/30/2022) Price: $ _____

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $ _____

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $ _____

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $ _____

APPENDIX D

LETTER OF TRANSMITTAL FORM

APPENDIX D
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 22/01/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX E

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by 3:00pm MST/MDT on July 22, 2021 for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 22/01/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Community Services Department via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than 3:00pm MST/MDT on July 22, 2021**,** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at Julie Sanchez jjsanchez@santafenm.gov, (505) 955-6678. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); Unite Us platform, Results Based Accountability framework	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?
   COMMENTS:

2. How would you rate this firm's knowledge and expertise?
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the dynamics/interaction between vendor personnel and your staff?

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the products developed by the vendor?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX F

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX G

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Consultant Team, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Consultant Team and known key personnel needs to describe the conflict.

The Consultant Team agrees that, if after award, an organizational conflict of interest is discovered, the Consultant Team makes an immediate and full written disclosure to the City that includes a description of the action that the Consultant Team has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Consultant Team was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded **Youth and Adult Contractor Data Project**. For the duration of this firm's involvement in the **Youth and Adult Contractor Data Project** contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the **Youth and Adult Contractor Data Project** contract.

I certify that this firm will keep all **Youth and Adult Contractor Data Project** contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the **Youth and Adult Contractor Data Project** contract. I understand that if this firm leaves this **Youth and**

Adult Contractor Data Project contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the **Youth and Adult Contractor Data Project** contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the **Youth and Adult Contractor Data Project** contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:
_____

Authorized Representative/Title:
_____

Phone Number:
_____

Fax Number:
_____

E-mail Address:
_____

Signature:
_____

Date:
_____
____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX H

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2021 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.32 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

APPENDIX I

DRAFT CONTRACT

The Draft Contract must be as complete as possible; including all City/Federal Terms and Conditions, Detailed Scope of Work, Definitions, etc. This does not preclude the City from negotiating the final contract terms and conditions upon award.

The Agreement included in this Appendix I represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

City of Santa Fe, New Mexico
Memorandum

DATE: August 11, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Julie Sanchez, Procurement Manager
Community Services Department; Youth and Family Services Division

SUBJECT: Evaluation Committee Report, Youth and Adult Contractors Data Project
RFP # 22/01/P

In accordance with the Request for Proposals for the Youth and Adult Contractors Data Project issued [June 25, 2021], two (2) responses were submitted from the following Offerors: Aspen Solutions LLC and JDM Analytics and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Brian Serna, Chair, Human Services Committee, City of Santa Fe
Tres Hunter Schnell, Vice Chair, Human Services Committee, City of Santa Fe
Richard Lindahl, Chair, Children and Youth Commission, City of Santa Fe
Jennifer Romeo, Vice Chair, Children and Youth Commission, City of Santa Fe
George Carrasco, Youth and Family Services Project Administrator, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 22nd 2021: RFP 22/01/P closed
- July 23rd 2021: Proposals were received electronically from the Central Purchasing Office
- July 23rd 2021: Proposals were sent to the Evaluation Committee electronically for review
- August 3rd 2021: Evaluation Committee met via Zoom to review duties and RFP process, and to score Offeror technical proposal(s).
- August 10th 2021: Offeror cost was sent out electronically for review

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (40 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**39.6**	**19.8**

Organizational Experience

Specifications:

Offeror **must**:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe

how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of data collection, analysis and evaluation of HSC and CYC funded organizations using Results Based Accountability framework. Provide a description of your experience if any of using the Unite Us on-line referral management platform. Provide a list of software applications and survey tools that you use on a regular basis. All data collection, analysis and evaluation provided to private sector will also be considered;

b) provide a resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the lead evaluator and/or project manager or other role of leadership to fulfill the data project. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) describe at least two project successes and failures of program evaluation using Results Based Accountability principles. Include how each experience improved the Offeror's services.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 39.6 points based on the Offeror's response. Aspen Solutions demonstrated in their proposal that they have extensive experience addressing RBA in training, application and reporting. Examples of working with Counties, Local Public Bodies, local Tribes and State Agencies were provided that included examples of RBA and the reports along with an outline of work with agencies. Examples and a description of working with the Unite Us platform and instances of training grantees at both the State and Local level were provided. The Bios were thorough and shared relevant experience and are highly qualified. There were great examples of project successes and failures and how those helped improve the Offerors services.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 19.6 points based on the Offeror's response. JDM Analytics provided detail of his work with the State of Oklahoma. There is was not any mention of experience with any other State or with Cities or private sectors. The experience provided addressed his work on collecting data, data systems, experience with ICWA and research. The research with the Tribes was impressive. He has a great resume that provided information of his PhD.

He did admit he did not know about RBA until he did some research prior to submitting his response and this would be his first contract of this nature. The proposal was weak in describing at least 2 project successes and failures with no information on how those helped improve the Offerors services.

Section IV.B.2, Organizational References (30 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**30**	**27**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;

b) Project description;

c) Project dates (starting and ending);

d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware); including use of Unite Us on-line referral management platform

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 30 points based on the Offeror's response. Aspen Solutions had the required number of references submitted. The references were diverse, different and had explicit accounts that are similar to the scope of work.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 27 points based on the Offeror's response. Committee JDM Analytics had the required references submitted, however, the references did not show enough experience in the requirements of the Scope of Work. One reference used acronyms without and definitions.

Section IV.B.5, Desirable Specifications (10 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	**10**	**5.6**

Desirable Specifications

Specifications:

1. Provide a detailed explanation and documentation of a Master Degree in a relevant discipline (education, psychology, epidemiology, etc.), and qualify for local preference, and describe a familiarity with partnering with local private and community foundations, government agencies, and non-profits in the areas of: physical and behavioral health; education; youth development; and research, data and technology.

2. Provide a detailed explanation of the familiarity with local agencies and social issues of the community.

Explain the training received on the Results Based Accountability and the experience using RBA as an evaluation framework.

Evaluation Factors:

Evaluation of Desirable Specifications should be outlined in a resume or bio based on the criteria outlined in Section IV. B. 4.

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 10 points based on the Offeror's response. Aspen Solutions exceeds qualifications with a team that has similar degrees. They have a lot of experience and training with RBA and elaborated on those experiences. They stressed helping agencies and organizations improve their data collections in terms of RBA. They provided examples of their work.

JDM Analytics

The Evaluation Committee awarded JDM Analytics 5.6 points based on the Offeror's response. JDM Analytics provided documentation of an advanced degree (PhD) however, there was not any detail about familiarity with local agencies or social issues in the community. As mentioned above, JDM Analytics or social issues in the community. As mentioned above, JDM Analytics does not have experience with RBA.

City of Santa Fe, New Mexico

Memorandum

Section IV. C., Business Specifications

Section IV.C.1. Letter of Transmittal (Pass/Fail)

	Aspen Solutions	JDM Analytics
Pass/Fail	PASS	PASS

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	Aspen Solutions	JDM Analytics
Pass/Fail	PASS	PASS

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3. Costs (20 Total Points)

	Aspen Solutions	JDM Analytics
Offeror Points	15.5	20

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by an hourly rate for contractual services as defined by the scope of work.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula: The first year's total budget will be used to calculate Cost score

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Aspen Solutions

The Evaluation Committee awarded Aspen Solutions 15.5 points based on the Offeror's response.

$290,476.00

---------- X 20 = 15.5 points

$376,000.00

JDM Analytics

The Evaluation Committee awarded JDM Analytics 20 points based on the Offeror's response.

$290,476.00

---------- X 20 = 20 points

$290,476.00

Section IV.C.4, NM Preferences (3 or 6 Total Points)

	Aspen Solutions	JDM Analytics
NM Business Preference	**3**	**No**
NM Veterans Preference	**No**	**No**

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

Aspen Solutions

Offeror did submit NM Preference Certificate. Offeror was awarded three (3) additional points.

JDM Analytics

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points

Youth and Adult Contractors Data Project
RFP # 22/01/P **Evaluation Summary**

	Aspen Solutions	JDM Analytics
Section IV.B 1. Technical Specifications Organizational Experience (40 Points)	39.6	19.8
Section IV.B 2. Technical Specifications Organizational References (30 Points)	30	27
Section IV.B 5. Technical Specifications Desirable Specification (10 Points)	10	5.6
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	PASS	PASS
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	PASS	PASS
Section IV.C 3. Business Specifications Cost (20 Points)	15.5	20
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	3	NO
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	NO	NO
TOTAL POINTS AWARDED	**98.1**	**72.4**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the RFP Youth and Adult Contractors Data Project RFP #22/01/P to the one (1) proposal receiving the highest score along the natural point-break; Aspen Solutions; subject to agreement between the Community Services Department; Youth and Family Services Division and the selected Offerors. Awarding contracts to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Brian Serna — Aug 11, 2021
Evaluation Committee Member

Tres Hunter Schnell (Aug 12, 2021 14:12 MDT) — Aug 12, 2021
Tres Hunter Schnell
Evaluation Committee Member

Richard Lindahl (Aug 12, 2021 17:09 MDT) — Aug 12, 2021
Richard Lindahl
Evaluation Committee Member

Jennifer Romero — Aug 11, 2021
Evaluation Committee Member

George Carrasco (Aug 11, 2021 13:59 MDT) — Aug 11, 2021
George Carrasco
Evaluation Committee Member

Julie Sanchez (Aug 11, 2021 09:49 MDT) — Aug 11, 2021
Julie Sanchez
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway (Aug 17, 2021 12:18 MDT) — Aug 17, 2021
Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Item#_____
Munis Contract# 3202939

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **ASPEN SOLUTIONS, LLC**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The work includes but is not limited to:
      1) Meet with grantees to conduct an analysis of current data collection, reporting and use of data software;
      2) Providing training and ongoing support to grant contracted organizations with inputting data and submitting quarterly reporting for their funded program, as well as other grantee identified needs;
      3) Review quarterly data reports and develop a quarterly fact sheet highlighting grantee quantitative and qualitative data, outcomes, challenges;
      4) Conduct a basic reimbursement rate analysis with recommendations to standardize navigation rates for navigation services to contracted agencies;
      5) As requested, participate in and provide updates to the Human Services Committee (HSC) and Children and Youth Commission (CYC) and other municipal committees;
      6) As needed, assist the Human Services Committee and Children and Youth Commission with development of data collection priorities using local, state or regional data as part of the annual strategic planning process;
      7) Develop target outcomes using the Results Based Accountability (RBA) framework which are in line with Children and Youth Commission and Human Services Committee's Key Indicators; and assist with input into a data collection/reporting system,
      8) As needed, participate in Unite Us meetings on network standards, data collection and inputting data into city designated software system;
      9) Provide feedback on CONNECT navigation protocols, and network standards to increase grantee data collection and reporting success;
      10) If necessary, assist nonprofit grantees in the identification of evidence based or best practice programs suitable for serving local target populations and producing outcomes of interest to the Committee or Commission.
      11) Attend meetings with City staff and community stakeholders, as needed.

2. **Deliverables.**

A. In conjunction with CYC and HSC funded nonprofit organizations, develop targeted RBA performance measures and outcomes in line with key indicators and implement a data collection and reporting system within the nonprofit organization.

B. Develop and revise as needed a data collection template that synchronizes with the city designated software system.

C. Produce bi-annual fact sheets/data snapshots highlighting grantee quantitative and qualitative data, outcomes, and challenges.

D. Produce a fiscal year-end data report to present to the HSC and CYC and other stakeholders.

E. Present final RBA template, data collection protocols/standards and training curriculum, to the Human Services Committee, Children and Youth Commission and when appropriate, the City of Santa Fe Governing Body and Council Committees.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed based upon the SCOPE OF WORK and DELIVERABLES listed above, such compensation is not to exceed ($376,000.00), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($376,000.00). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty-two thousand dollars ($82,000.00) in (FY22) including gross receipts tax.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY23) including gross receipts tax.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY24) including gross receipts tax.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of ninety-eight thousand dollars ($98,000.00) in (FY25) including gross receipts tax.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST

BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **JUNE 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to

the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. **Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. **Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Julie Sanchez, Youth and Family Services Division, Po Box 909, Santa Fe NM 87504, jjsanchez@santafenm.gov].

To the Contractor: [Aspen Solutions, LLC, 4029 Painted Pony Circle, Santa Fe NM 87507, n.skogerboe@gmail.com]

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
Aspen Solutions LLC

NATALIE SKOGERBOE, OWNER & DIRECTOR

DATE: Aug 24, 2021

CRS# 03-240132-00-9
Registration# 224709

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 23, 2021 15:24 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

2560122.510340 ($188,000.00)
2400122.510340 ($188,000.00)
Org./Org#

AJH
AJH

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: ASPEN SOLUTIONS LLC
DBA: ASPEN SOLUTIONS LLC

Business Location: 300 PASEO DE PERALTA 210
SANTA FE, NM 87501

CRS Number: 03-240132-00-9

Owner: NATALIE SKOGERBOE

License Number: 224709

License Type: Business License - Renewable

Issued Date: January 19, 2021

Classification: Business Registration - Standard

Expiration Date: January 19, 2022

Fees Paid: $35.00

ASPEN SOLUTIONS LLC
300 Paseo De Peralta Suite 210
SANTA FE , NM 87501

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202939**

Contractor: **Aspen Solutions LLC**

Description: **Provide program evaluation using a Results Based Accountability framework for the grantees of the Human Services Committee and Children and Youth Commission.**

Contract [x] Agreement [ ] Lease / Rent [ ] Amendment [ ]

Term Start Date: **When Signed** Term End Date: **June 30, 2021**

[ ] Approved by Council Date: _____

Contract / Lease: **Professional Service Contract**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **RFP 22/01/P**

Fran Delaway (Aug 31, 2021 11:31 MDT) Aug 31, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: award of contract from RFP 22/01/P -not Retro after July 31, 2021

4. **Funding Source:** **Fund 256/Fund 240** **Org / Object:** **2560122.510340/2400102.**

Andy Hopkins (Aug 31, 2021 10:08 MDT) Aug 31, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Two funding sources - see memo**

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Zachary Laudisi	
Affinity Insurance Service, Inc. 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034-3278	PHONE (A/C, No, Ext):	1-888-288-3534	FAX (A/C, No):
	E-MAIL ADDRESS:	customer.service@hpsocover.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :	Ohio Security Insurance Company	24082
INSURED Aspen Solutions Inc 300 Paseo De Peralta Suite 210 Santa Fe, NM, 87501	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			BZS60785091	01/03/2021	01/03/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 0
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM, 87501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Affinity Insurance Service, Inc.

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ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7n Request for approval of a professional services contract for a total amount of $376,000.00 for a four (4) year contract to Aspen Solutions, LLC to provide program evaluation using a Results Based Accoutability framework for the grantees of the Human Services Committee and Children and Youth Commission (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: MOA with Santa Fe County & Santa Fe Community Foundation

Procurement Title: MOA for Santa Fe Community Foundation to serve as fiscal sponsor for a CONNECT Wellness

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ _____

Exempt ☐ *Request For Proposal (*RFP) *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting: Community Health and Safety Department Staff Name Julie Sanchez

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☐	☒	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☐	☒	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☐	☒	All documentation presented to Committees
☒	☐	Other: Memorandum of Agreement

Julie Sanchez | Youth and Family Services Division Director | 8/27/2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (Sep 1, 2021 10:38 MDT)

Chief Procurement Officer Sep 1, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe, New Mexico
Memorandum

DATE: **August 27, 2021**

TO: **Alan Webber, Mayor and City Council**
Quality of Life and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Department Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** JJS

ITEM AND ISSUE:
Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds allocated (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678).

BACKGROUND AND SUMMARY:
CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need to address social determinants of health.
The vision of CONNECT is for all residents of Santa Fe City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being. The City of Santa Fe Community Services Department and Santa Fe County Community Services Department formalized their partnership with CONNECT, on November 10th, 2020 through City MOU #20-0629 or County Agreement No. 2020-0239-CSD/MM.

Santa Fe Community Foundation has agreed to serve as fiscal sponsor for a CONNECT Wellness Fund to receive CONNECT donations and grants, and to reimburse CONNECT organizations for approved expenditures that address unmet social determinants of health needs for City and County residents. This Memorandum of Agreement outlines roles, responsibilities and expectations of SFCF and CONNECT leadership.

PROCUREMENT METHOD:
Memorandum of Understanding without funding attached.

CONTRACT NUMBER: 3202959

FUNDING SOURCE:
The funding source is:
Fund Name/Number: NA
Munis Org Name/Number: NA
Munis Object Name/Number: NA

ACTION REQUESTED:
The Community Health and Safety Department and the Youth and Family Services Division respectfully request your review and approval.

Signature: Kyra Ochoa
Kyra Ochoa (Aug 27, 2021 12:22 MDT)

Email: krochoa@santafenm.gov

MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COMMUNITY FOUNDATION, THE CITY OF SANTA FE, AND SANTA FE COUNTY REGARDING
A Shared Wellness Fund for CONNECT, a Joint City and County Partnership to Address Social Determinants of Health

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is entered into on this ____ day of _____, 2021, by and between SANTA FE COMMUNITY FOUNDATION ("SFCF"), the CITY OF SANTA FE, a municipal corporation ("CITY") and SANTA FE COUNTY, a political subdivision of the state of New Mexico ("COUNTY").

RECITALS:

WHEREAS, the vision of CONNECT is for all residents of the City and County, regardless of income, to have access to high-quality health care and are linked to the resources they need for health and well-being; and

WHEREAS, the City's Community Services Department and the County's Community Services Department have formalized their partnership through CONNECT on November 10th, 2020 through City MOU #20-0629 (SFC Agreement No. 2020-0239-CSD/MM); and

WHEREAS, CONNECT is a network of navigators at clinics, community service organizations and city and county programs that link people to the services and resources they need; and

WHEREAS, Social Determinants of Health (SDOH) are conditions in the places where people live, learn, work, and play that affect a wide range of health and quality-of-life risks and outcomes; and

WHEREAS, the City and County recognize the need to address SDOH that impact health outcomes for residents and do so by building a robust and responsive network; and

WHEREAS, the CONNECT network is built with collaboration, transparency and respect among navigators, organizations and CONNECT leadership; and

WHEREAS, the SFCF desires to support the goal of CONNECT and is willing and qualified to accept donations and grants on behalf of CONNECT through a shared Wellness Fund to address emergent unmet SDOH of City and County residents; and

WHEREAS, in the future, the City and/or County have the option to also contribute to the Wellness Fund.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE. The City's Community Services Department, the County's Community Services Department and SFCF desire to formalize the creation of a CONNECT Wellness Fund (the "Wellness Fund") to address unmet emergent community needs in which SFCF is willing to serve as a fiscal agent of the Wellness Fund.

2. SCOPE. The purpose of this Memorandum is to outline roles and responsibilities of the City, County and SFCF for the management and administration of the Wellness Fund.

A. SFCF will:

1) Serve as the primary fiscal agent of the Wellness Fund. This duty includes the collection and strict accounting of all contributions and gifts to the Wellness Fund. Checks to the Wellness Fund shall be written to "Santa Fe Community Foundation" with "CONNECT Wellness Fund" noted in the memo line. Wire transfers require SFCF to provide the ABA routing transit number information. For wire transfers, SFCF will also need to know the name of the donor and the details of the transfer, and any other information that is not provided through the banking system.
2) Obtain the County and City's concurrence with SFCF's review and determination regarding approval of invoices received and reimbursements or payments from the Wellness Fund.
3) With concurrence and approval of the City and County, pay invoices for appropriate and approved expenses pursuant to the protocol in Exhibit A, or any subsequent versions. For payments and reimbursements, copies of receipts and an itemized expense report shall be provided by Navigators and CONNECT partners who are requesting reimbursement or payment from the Wellness Fund. Invoices may also be submitted for direct reimbursement to vendors. SFCF will issue checks weekly. An authorized representative of SFCF and the Wellness Fund, who cannot also be the SFCF representative who signed the check, must approve all outgoing payments and reimbursements.
4) SFCF's duties include

    a) Providing tax-exemption confirmation for qualified donors;
    b) Receive foundation and government grants related to CONNECT;
    c) Timely payment of grants, invoices, and reimbursements, including financial oversight;
    d) Submission of reports to foundation donors per their requirements (narrative reports prepared by CONNECT operations team, financial reports prepared by SFCF finance staff);
    e) Quarterly activity and donor reports;
    f) Inclusion of the Fund in the SFCF audit and Form 990 reporting;
    g) 1099 tracking and reporting;
    h) Donor acknowledgement of gifts, with special coding to identify Fund donors; and
    i) Online donation capability with a presence on SFCF's website and other social media.

5) As compensation for serving as fiscal agent and performing the above-described duties for the Wellness Fund, SFCF may receive from the Wellness Fund an administrative fee of not more than 5% of each contribution made to the Wellness Fund.

B. The City's Community Services Department shall:

1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
2) Provide narrative content for reports as required by funding entities;
3) Immediately report and notify SFCF of any problems or significant changes.
4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
5) Provide a communication strategy on accessing and donating to the Wellness Fund.

C. The County Community Services Department shall:

1) Review SFCF's determination with respect to all requests for payment and reimbursements from the Wellness Fund within two weeks of receiving a completed packet from SFCF.
2) Provide narrative content for reports as required by funding entities.
3) Immediately report and notify the Santa Fe Community Foundation of any problems or significant changes.
4) Provide data, quantitative and qualitative, and other statistical information that may be requested by SFCF.
5) Provide a communication strategy on accessing and donating to the Wellness Fund.

3. TERM. This Memorandum shall be in effect upon the date of last signature by the parties hereto and shall terminate June 30, 2025, unless terminated earlier by any party pursuant to Article 4 (Termination).

4. TERMINATION. This Memorandum may be terminated by any of the parties upon written notice delivered to the other parties at least 30 days prior to the intended date of termination. By such termination, no party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. LIABILITY. Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions in accordance with this Agreement.

6. NEW MEXICO TORT CLAIMS ACT. Any liability incurred by the City or County in connection with this Memorandum is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. Neither the City nor the County, including their "public employees" as defined in the New Mexico Tort Claims Act, waive sovereign immunity, nor waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

7. APPROPRIATIONS. The City and County's performance of the duties under this Memorandum are contingent upon sufficient appropriations and authorization being made by the City Council for the City's, and the Santa Fe County Board of County Commissioners for the County's, performance of this Memorandum. If sufficient appropriations and authorization are not made by the City or County's respective governing council or board, this Agreement shall terminate immediately upon written notice being given by the City or County to the other parties. The City or County's decision as to whether sufficient appropriations are available shall be accepted by the other parties and shall be final.

8. THIRD PARTY BENEFICIARIES. By entering into this Memorandum, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City, County and SFCF. No person shall claim any right, title or interest under this Memorandum or seek to enforce this Memorandum as a third party beneficiary.

9. ASSIGNMENT. None of the parties shall assign or transfer any interest in this Memorandum or assign any claims for money due or to become due under this Memorandum without the prior written approval of the other parties.

10. AMENDMENT. This Memorandum shall not be altered, changed, or amended except by an instrument in writing signed by all parties.

IN WITNESS WHEREOF, the parties set their hands.

CITY OF SANTA FE:

_____ _____

ALAN M. WEBBER, MAYOR DATE

ATTEST:

_____ _____

KRISTINE BUSTOS MIHELCIC, DATE
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 27, 2021 13:08 MDT)

SENIOR ASSISTANT
CITY ATTORNEY

Aug 27, 2021
DATE

APPROVED FOR FINANCES:

MARY T. MCCOY
FINANCE DIRECTOR

DATE

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

8.18.2021
Date

Approved as to form:

Roberta D. Joe for G.S.S.
Gregory S. Shaffer
Santa Fe County Attorney

August 13, 2021
Date

Finance Division:

Yvonne S. Herrera
Finance Director

8/16/2021
Date

SANTA FE COMMUNITY FOUNDATION:

C. E. Goett

CHRISTOPHER GOETT
PRESIDENT & CEO

8/23/21
DATE

Kevin Sokol-White

KEVIN, SOKOL-WHITE,
VICE PRESIDENT FOR FINANCE
& OPERATIONS

8/26/21
DATE

Exhibit A

CONNECT Program protocol for use of Flexible Funds

The Flexible Fund

The Flexible Fund is available on a reimbursement basis to respond to an enrolled person's emerging or immediate crisis involving housing, transportation, utilities, access to food, personal safety, or other unmet Social Determinants of Health (SDOH), and activities related to achieving the goals in a navigation plan. A list of pre-approved uses is attached.

Other uses may be allowed by prior written approval of the County. Flexible Funds are intended to serve as the payor of last resort and should not be used to supplant other available funding sources. Flexible Funds can be used for episodes that are time limited. The Navigator must demonstrate a source of ongoing funding to avoid repeated use of Flexible Funds by the same individual for the same purpose.

When distributing Flexible Funds, Navigators are encouraged to exercise discretion and be innovative. To extend the available funds Navigators should seek community partners to donate or partially fund the purchase and encourage the individual to contribute to the extent possible.

Any person enrolled in the CONNECT network/program is eligible to benefit from Flexible Funds. There is no limit on the number of items, frequency, or amount per contract year of Flexible Funds that an individual may receive,except that a person may not receive funds for the same item more than once from the same partner organization, and the navigation service cannot expend or commit more funds than arepresent in the account for Flexible Funds at the time of the request. There is a cap of $25,000 per enrolled individual in their lifetime.

A Navigator may obtain an item with Flexible Funds and provide the item to the individual, or accompanythe individual and pay for an item or service with Flexible Funds. A Navigator cannot give Flexible Funds directly to an individual to pay for an item or service.

Flexible Funds cannot be used for any purpose not specified in this protocol. The disbursement of Flexible Funds are tracked in the *Unite Us* System. There is a Flexible Fund Assessment in the platform to document expenditures. Receipts must be uploaded into the platform and correspond with the invoice submitted to the City or County. The receipts must be titled with the name of the individual, the date and the service category of the expenditure and uploadedwithin the reporting term that the purchase is made. Best practice for documenting Flexible Fund expenditures is within 24 hours. Please refer to the Network Standards for a detailed description of how to document expenditures in the *Unite Us* platform.

It is the responsibility of each organization to review these protocols regularly. Terms aresubject to change.

If you have any questions regarding this policy, contact:
COUNTY: Jennifer Romero, jnromero@santafecountynm.gov

CITY OF SANTA FE: Julie Sanchez, jjsanchez@santafenm.gov

	YES	NO:
HOUSING:	Rent	Security Deposit
	Sleeping mat	Tent
	Sleeping bag	
	Mold remediation	
	Pest removal	
	Housing repairs or safety modifications such as plumbing and water leaks, electrical, heat, oven, hot water repairs, smoke detectors or grab bars	
	Fees for identification needed to obtain housing	

TRANSPORTATION: Bus pass
Fuel for vehicles
Uber and Lyft gift cards
Fees for driver's license or identification needed to obtain licenseVehicle repairs and parts to keep vehicle roadworthy
Car seat
Vehicle insurance (one time)
Bicycle parts and repair
Gas card (identification required for use)

UTILITIES:
Emergency cell phone
Pellets
Firewood
Propane
Fan
Gas, Electric or water bill payment (one time)
Flashlight
Fees for identification needed to obtain utilities
Smoke and carbon monoxide detectors

FOOD:
Groceries
Hot meal
MoGro membership
Baby formula
Breast feeding supplies
Pre-natal vitamins
Fees for identification needed for SNAP application
Grocery card (identification required for use)

INTERPERSONAL SAFETY:
One-way train, bus fare for safe destination
Emergency hotel (up to one week)

	Court fees such as filing fees for new birth certificate, social security card, and ID/ driver's license Asylum application fee Fee for name change needed for safety
OTHER:	Weather-appropriate clothing Expenses related to education and securing employment (e.g., registration fees, clothing for work, cap and gown for graduation) Childcare assistance

Flexible Funds cannot be used to pay medical bills, prescriptions and durable medical equipment.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202959**

Contractor: **MOA with Santa Fe County & Santa Fe Community Foundation**

Description: **CONNECT Wellness Fund Memorandum of Agreement (MOA) between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **When Signed** Term End Date: **June 30, 2025**

☐ Approved by Council Date: _____

Contract / Lease: **Memorandum of Agreement**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **N/A**

Fran Dramaway (Sep 1, 2021 10:38 MDT) Sep 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: MOA for Connect Program

4. **Funding Source:** **N/A** **Org / Object:** **N/A**

Andy Hopkins (Aug 30, 2021 12:59 MDT) Aug 30, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Julie Sanchez** Phone # **505-955-6678**

Email: **jjsanchez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB COMM HEALTH AND SAFETY CONNECT WELLNESS MOA (003)

Final Audit Report 2021-08-30

Created:	2021-08-30
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAADfW4biWXfY6Rrd3mEE46fjNWychImvCf

"GB COMM HEALTH AND SAFETY CONNECT WELLNESS MOA (003)" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-08-30 - 6:15:43 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-08-30 - 6:19:46 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-08-30 - 6:59:02 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-08-30 - 6:59:56 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-08-30 - 6:59:59 PM GMT

Megan Lujan (mmlujan@ci.santa-fe.nm.us) replaced signer Fran Dunaway (fadunaway@santafenm.gov) with aclotero@santafenm.gov
2021-08-30 - 7:02:46 PM GMT

Document emailed to aclotero@santafenm.gov for signature
2021-08-30 - 7:02:46 PM GMT

Email viewed by aclotero@santafenm.gov
2021-08-30 - 7:03:51 PM GMT

Document declined by aclotero@santafenm.gov
2021-08-30 - 7:06:21 PM GMT

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7o Request for approval of a Memorandum of Agreement between the City of Santa Fe, Santa Fe County and the Santa Fe Community Foundation (SFCF) for SFCF to serve as fiscal sponsor for a CONNECT Wellness Fund, no funds attached. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678) **COMMITTEE REVIEW:** Quality of Life Committee: 9/15/21 Finance Committee: 9/20/21 Governing Body: 9/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

FY 2024 $158,987.90
Water Division $101,624.34 (COS)
WWMD $28,681.78
ESD $28,681.78

FY 2025
$162,568.45
Water Division $29,300.44
WWMD $103,967.57 (COS)
ESD $29,300.44

CONTRACT NUMBER:
The FY22 Munis contract number:
FCS Group 3202940

FUNDING SOURCE:
The funding source is:
Public Utilities Division's Enterprise Fund 500/505/510

FY 2022
Fund Name/Number: Water Enterprise Fund/505; WWMD Enterprise Fund/500; ESD Enterprise Fund/510
Munis Org Name/Number: Water/5050381; WWMD/5000361; ESD/5100331
Munis Object Name/Number: Professional Services

Funds for these services will be available in each Division's FY 2022 Operating Budget as follows:
Water Division – 5050381.510300 $26,915.68
WWMD – 5000361.510300 $94,931.03
ESD – 5100331.510300 $26,915.68

RECOMMENDATION:

- Review and approval of award of PSA to Financial Consulting Solutions Group, Inc. (dba FCS GROUP) in the amount of $636,052.51 inclusive of nmgrt for a term of 4 years.

- Forwarding and recommendation of approval of RFP 22/04/P award and PSA to the Finance Committee for their consideration and approval to the Governing Body for their final consideration and approval.

Item#_____
Munis Contract# 3202940

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services for the City:
The basic tasks that the Contractor will be expected to accomplish for the project are listed, but not limited to, the following items:

A. COMPREHENSIVE WATER DIVISION, WASTEWATER DIVISION AND ENVIRONMENTAL SERVICES DIVISION (SOLID WASTE) FINANCIAL PLANS
Evaluate and update as necessary the current Financial Plans comparing starting cash balances, projected revenues and revenue requirements over the forecast period. Analyze each division's operating and capital plan needs. Present update to the Public Utilities Committee and City Council.

B. DOCUMENTATION AND REPORTING

The Contractor shall provide the City with thorough documentation in support of the analysis, City Council study sessions and shall present the study findings to the City Council upon substantial completion of the scope of work. The City shall be provided with a reasonable number of copies of the written report, and all presentation materials upon request.

C. MEETINGS

The Contractor will need to meet with staff on several occasions during the course of work. In addition to the staff meetings, the Contractor shall attend the following meetings for each of the (3) three divisions and shall indicate exactly who on the Contractor's project team will attend these meetings:

C.1 Financial Update Kickoff meeting

C.2 Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.

C.3 Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.

C.4 Public Utilities Committee meeting and Finance Committee meeting.

C.5 City Council Presentation

D. RATE MODEL SUPPORT FINANCIAL ON-CALL CONTRACT

The Contractor shall provide rate model updates, rate financial forecasts and rate model maintenance as requested by the City using generally accepted utility ratemaking methodologies and applicable New Mexico and Federal law. Work shall be initiated by a City work order and shall be based on hourly rates and required Contractor time to complete the tasks identified in the City work order.

D.1 *Rate Model Work Orders* – The Contractor shall perform work identified in individually approved City work orders including, but not limited to: Annual revenue forecast support and rate model maintenance based on updated assumptions and governing body directives.

D.2 *Collection of needed information* – The Contractor shall provide the City with a data request that will outline information needed to evaluate the City work order.

D.3 *Evaluate effects of City work order* – The Contractor shall use information available from the utility billing system and the existing financial plan to evaluate the effects of the scope of work identified in the City work order.

D.4 *Calculate the revenue impacts* – The Contractor shall use information available from the existing financial plan to determine the revenue impacts.

D.5 *Document results* – The Contractor shall document the results of the analysis in a memorandum that shall be provided to the City along with all work papers, computer model outputs or other supporting information. Work orders may require presentation at City Committees or City Council.

E. UTILITY COST-OF-SERVICE STUDY (Water, Wastewater and Environmental Services- Solid Waste)

The Contractor shall collect the necessary data/information and make the necessary efforts to calculate and update the utility user charges (i.e. rates) for the City using generally accepted utility ratemaking methodologies as described by the American Water Works Association, Manual M1 (Manual M1 describes the methods for developing water rates and charges).

E.1 *Collection of needed information* - The Contractor shall provide the City with data requests outlining information needed to calculate the utility user charges.

E.2 *Calculate the revenue requirements* – The Contractor shall use information available from the existing financial plan to determine the revenue requirements.

E.3 *Allocate revenue requirements in a cost-of-service study* – The Contractor shall allocate revenue requirements to the City's various customer classes using generally accepted cost-of-service allocation techniques.

E.4 *Develop recommendations for updating existing utility* rates – The Contractor shall work with the City to update the existing rates based on the findings of the cost-of-service allocation described above.

F. ON CALL FINANCIAL SERVICES (Water, Wastewater and Environmental Services – Solid Waste)

The Contractor shall provide On Call Financial Services as requested for the City. Work shall be initiated by a City work order and shall be based on hourly rates and the tasks identified in the City work order.

2. Compensation.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred thirty six thousand fifty two dollars and fifty one cents ($636,052.51) for the term of this Agreement, as described in Exhibit A attached hereto.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred forty one thousand five hundred and ten dollars ($141,510) in (FY2022). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand two hundred and fifty two dollars and thirty nine cents ($7,252.39) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty seven thousand six hundred fifty four dollars ($157,654) in (FY2023). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling eight thousand seventy nine dollars and seventy seven cents ($8,079.77) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty one thousand two hundred thirty seven dollars ($151,237) in (FY2024). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand seven

hundred fifty dollars and ninety cents ($7,750.90) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred fifty four thousand six hundred forty three dollars ($154,643) in (FY2025). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand nine hundred twenty five dollars and forty five cents ($7,925.45) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, a,260nd outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort

Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors

or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:

Jason Mumm
Financial Consulting Solutions Group, Inc. (dba FCS GROUP)
7525 166th Ave. NE, Ste. D-215,
Redmond, WA 98052

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
FCS GROUP

Angie S. Viernoche
NAME

Vice President
TITLE

DATE: 8/25/2021
CRS# 03-420605-00-1
Registration # 223967

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 24, 2021 13:27 MDT)
SENIOR ASSISTANT CITY ATTORNEY

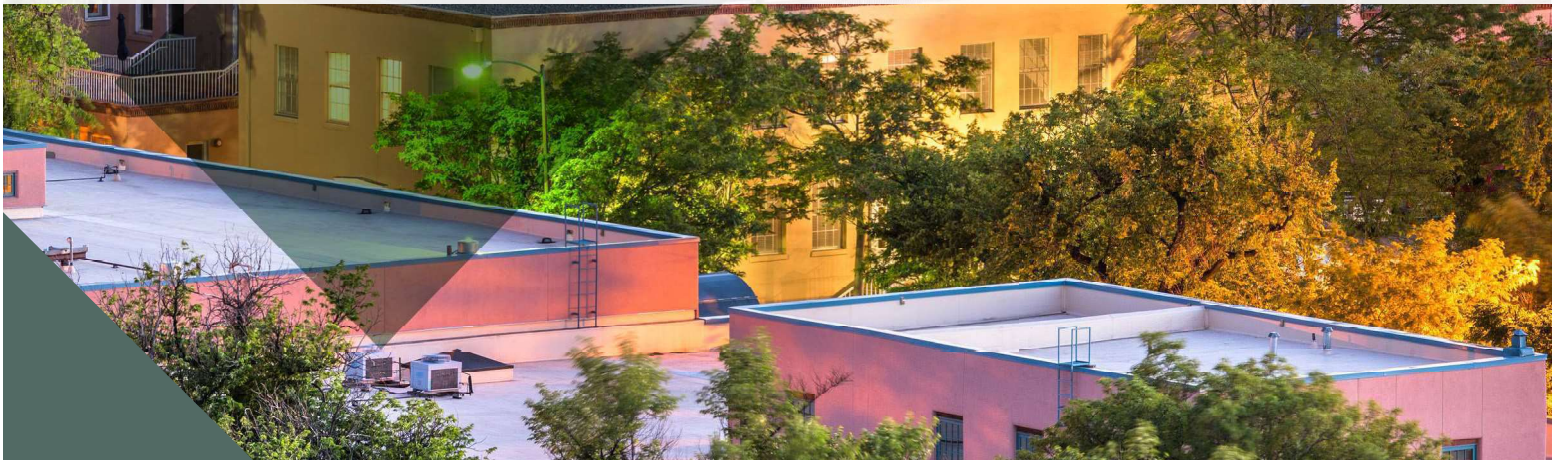
APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

Org. Name/Org#.
5050381.510300
5100331.510300
5000361.510300

PUBLIC UTILITIES RATE EVALUATION & FINANCIAL SERVICES RFP# 22/04/P

Cost Proposal
July 20, 2021



Contact Us:
425.867.1802
www.fcsgroup.com

FCS GROUP
Solutions-Oriented Consulting

APPENDIX C

COST RESPONSE FORM

In addition to the staff meetings, the Consultant's cost proposal shall include the following meetings at a minimum for each of the (3) three divisions and shall incorporate a cost proposal indicating exactly who on the Consultant's project team will attend these meetings; the total cost for attending, including expenses; and the cost proposal shall assume three (3) hours for each meeting:

- Financial Update Kickoff meeting
- Current Financial Plan update meeting with Wastewater, Environmental Services and Water Divisions.
- Cost of Service update meeting with Wastewater, Environmental Services and Water Divisions.
- Public Utilities Committee meeting and Finance Committee meeting.
- City Council Presentation

Description	**Staff**	**Hours**	**Hourly Rate**
Financial Plan			
Documenting, Reporting, Analysis			
Meetings			
Rate Model Updates			
Rate Model Maintenance			
Forecasts			
On-Call Services			
Utility Cost of Service Study			
Who will Attend	**Title**	**3 Hours per meeting**	**Hourly Rate**
Total Annual Cost			

*****

Please review detailed cost estimates attached to this form (ppg. 1-8 immediately follow this page).

*****

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (Date of Award thru June 30, 2022) Price: $ $141,510

Option Year 2: (July 1, 2022 thru June 30, 2023) Price: $ $157,654

Option Year 3: (July 1, 2023 thru June 30, 2034) Price: $ $151,237

Option Year 4: (July 1, 2024 thru June 30, 2025) Price: $ $154,643

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Financial Plan and Forecasts	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		44	$175.00	$7,700	
Quinn		104	$165.00	$17,160	
Richard		104	$145.00	$15,080	
Hobson		0	$185.00	$0	
				$0	
	Direct Labor Total	264			$43,180

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$43,180
14. Gross Receipts Tax (5.125%)					$2,210
15. Total Price					**$45,390**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Updates	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Rate Model Maintenance	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		0	$185.00	$0	
	Direct Labor Total				$0

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal 7-12				$0
14. Gross Receipts Tax (5.125%)					$0
15. Total Price					**$0**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: On-Call Services	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		8	$175.00	$1,400	
Quinn		16	$165.00	$2,640	
Richard		16	$145.00	$2,320	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	48			$8,520

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$8,520
14. Gross Receipts Tax (5.125%)					$430
15. Total Price					**$8,950**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnished**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (Water and Wastewater Divisions)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		12	$270.00	$3,240	
Hobart		24	$175.00	$4,200	
Quinn		96	$165.00	$15,840	
Richard		96	$145.00	$13,920	
Hobson		0	$185.00	$0	
0				$0	
	Direct Labor Total	228			$37,200

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$37,200
14. Gross Receipts Tax (5.125%)					$1,900
15. Total Price					**$39,100**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Cost-of-Service Study (ESD)	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		0	$270.00	$0	
Hobart		0	$175.00	$0	
Quinn		0	$165.00	$0	
Richard		0	$145.00	$0	
Hobson		32	$185.00	$5,920	
0				$0	
	Direct Labor Total				$5,920

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
NewGen Strategies	*Includes travel allowances*	300	$200	$60,000	
				$0	
				$0	
				$0	
	Subcontractor Total:				$60,000

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation					
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
Markup on Subcontractor Fee (10%)				$6,000.0	
	Other Reimbursable Costs:				$6,000
	Subtotal				$71,920
14. Gross Receipts Tax (5.125%)					$3,680
15. Total Price					**$75,600**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Documenting & Reporting	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm		8	$270.00	$2,160	
Hobart		18	$175.00	$3,150	
Quinn		40	$165.00	$6,600	
Richard		40	$145.00	$5,800	
Hobson		0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total				$17,710

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation				0	
B: Per Diem					
	Travel Total				$0

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$17,710
14. Gross Receipts Tax (5.125%)					$900
15. Total Price					**$18,610**

Santa Fe Cost Summary Sheet

1. Name of Project:	Public Utilities Rate Evaluation & Financial Services RFP#22/04/P	**2. CIP #**	
3. Name of Contractor:	FCS GROUP, INC.	**4. Date of Proposal:**	7/20/2021
5. Address of Contractor:	7525 166th Ave. NW, Suite D215 Redmond, WA 98052	**6. Type of Services Furnishe**	Professional Svcs.
		A. Work Element: Meetings	

Part 2 -Cost Summary

7. Direct Labor:		Est. Hours	Hourly Rate	Estimated Cost	Totals
Mumm	*Estimate 5 total meetings/yr*	28	$270.00	$7,560	
Hobart	*Estimate 5 total meetings/yr*	28	$175.00	$4,900	
Quinn	*Estimate 5 total meetings/yr*	24	$165.00	$3,960	
Richard	*Estimate 5 total meetings/yr*	24	$145.00	$3,480	
Hobson	*Estimate 5 total meetings/yr*	0	$185.00	$0	
0			$0.00	$0	
	Direct Labor Total	104			$19,900

8. Overhead:		Rate	x Base	Estimated Cost	
	Overhead Total				$0
9. Fee or Profit:					$0

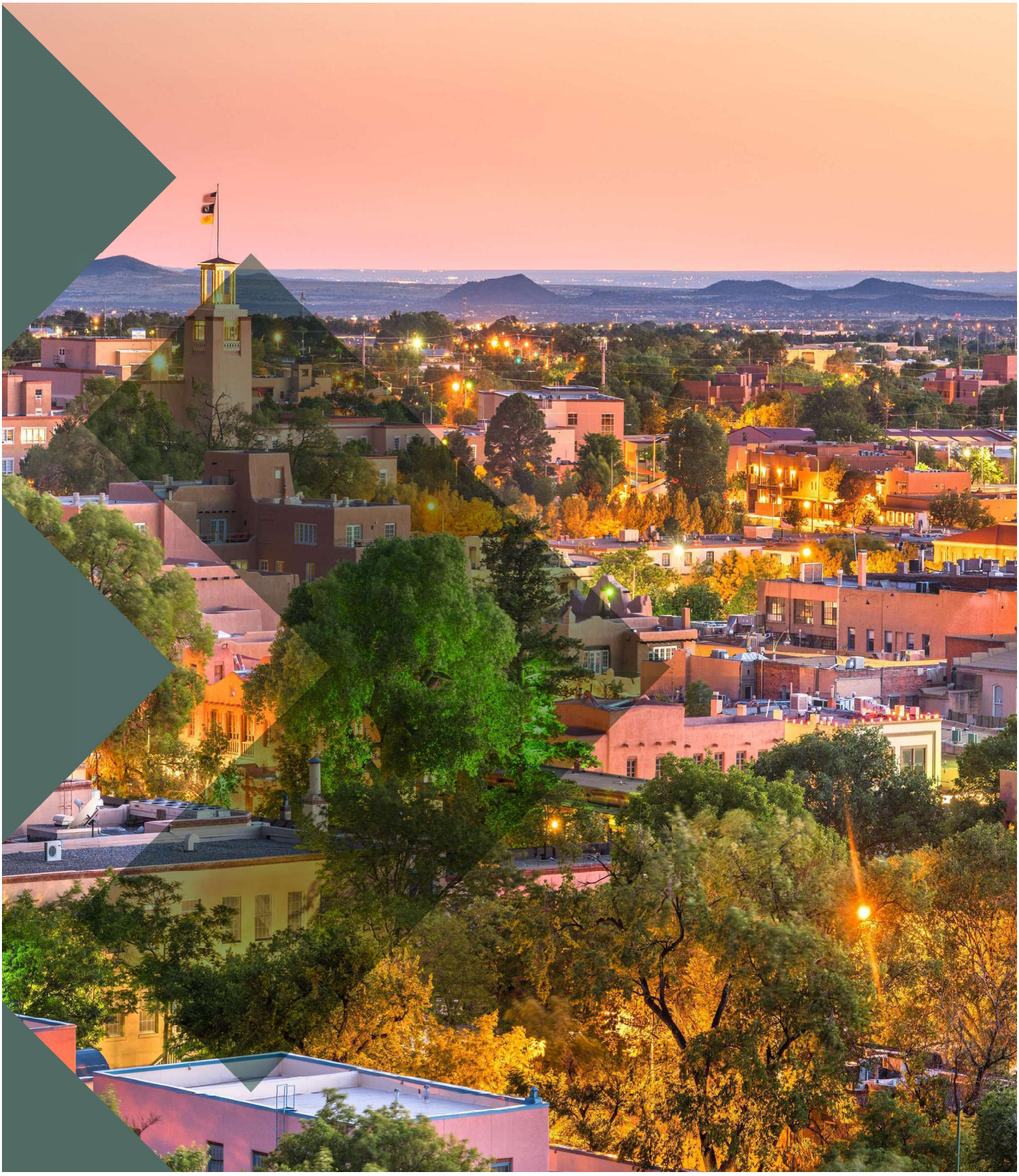
SUPPLEMENTAL SERVICES

10. Subcontracts		Est. Hours	Hourly Rate	Estimated Cost	
				$0	
				$0	
				$0	
				$0	
	Subcontractor Total:				$0

11. Special Equipment				Estimated Cost	
	Equipment Total:				$0

12. Travel				Estimated Cost	
A: Transportation	*Estimate $1,500/meeting/person on-site (2/mtg)*			15,000	
B: Per Diem					
	Travel Total				$15,000

13: Other Reimbursable Cost				Estimated Cost	
	Other Reimbursable Costs:				$0
	Subtotal				$34,900
14. Gross Receipts Tax (5.125%)					$1,780
15. Total Price					**$36,680**



FCS GROUP
Solutions-Oriented Consulting

Year 1: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,260	$1,420	$1,420	$1,420
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,020	$1,007	$1,007	$1,007
1.3 Follow-up data request			8	16	16			40	$6,360	$2,120	$2,120	$2,120
Task 1 Subtotal	1	8	16	28	28	0	0	80	$13,640	$4,547	$4,547	$4,547
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40			104	$17,360	$5,787	$5,787	$5,787
2.2 Review meeting with City	1	8	8	12	12			40	$7,280	$2,427	$2,427	$2,427
2.3 Revise analysis		0	16	40	40			96	$15,200	$5,067	$5,067	$5,067
2.4 Present to Council	2	8	8					16	$3,560	$1,187	$1,187	$1,187
Task 2 Subtotal	3	24	48	92	92	0	0	256	$43,400	$14,467	$14,467	$14,467
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40			92	$14,880		$14,880	
3.2 Allocate plant and expense		4	8	40	40			92	$14,880		$14,880	
3.3 Review meeting with City	1	8	8	8	8			32	$6,040		$6,040	
3.4 Revise Analysis		4	8	16	16		0	44	$7,440		$7,440	
Task 3 Subtotal	1	20	32	104	104	0	0	260	$43,240	$0	$43,240	$0
Task 4: Rate Alternatives Evalaution												
4.1 Develop Rate Alternatives								0	$0			
4.2 Council Presentation #2								0	$0			
4.3 Finalize Rate Recommendations								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets			2	8	8			18	$2,830		$2,830	
5.2 Draft report		4	8	16	16			44	$7,440		$7,440	
5.3 Final report		4	8	16	16			44	$7,440		$7,440	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$17,710	$0	$17,710	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16			48	$8,520	$2,840	$2,840	$2,840
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$8,520	$2,840	$2,840	$2,840
Labor Total		$18,360	$21,350	$46,200	$40,600	$0	$0		$126,510	$21,853	$82,803	$21,853
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$141,510**	**$25,603**	**$90,303**	**$25,603**

Year 2: Solid Waste COS (NewGen)

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Data Collection												
1.1 Data request and review		4	4	8	8	4		28	$5,253	$1,751	$1,751	$1,751
1.2 Kickoff meeting	1	4	4	4	4	4		20	$3,950	$1,317	$1,317	$1,317
1.3 Follow-up data request		0	8	16	16	4		44	$7,459	$2,486	$2,486	$2,486
Task 1 Subtotal	1	8	16	28	28	12	0	92	$16,663	$5,554	$5,554	$5,554
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,239	$6,080	$6,080	$6,080
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,649	$2,550	$2,550	$2,550
2.3 Revise analysis		0	16	40	40	0		96	$15,970	$5,323	$5,323	$5,323
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,740	$1,247	$1,247	$1,247
Task 2 Subtotal	3	24	48	92	92	0	0	256	$45,597	$15,199	$15,199	$15,199
Task 3: Cost of Service (Solid Waste)												
3.1 Assess/refine customer data						4		4	$777			$777
3.2 Allocate plant and expense						4		4	$777			$777
3.3 Review meeting with City						4		4	$777			$777
3.4 Revise Analysis						4		4	$777			$777
3.5 Present to Council						4		4	$777			$777
Task 3 Subtotal	0	0	0	0	0	20	0	20	$3,887	$0	$0	$3,887
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1								0	$0			
4.2 Develop Rate Alternatives								0	$0			
4.3 Council Presentation #2								0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets								0	$0			
5.2 Draft report								0	$0			
Final report								0	$0			
Task 5 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	8		56	$10,506	$3,502	$3,502	$3,502
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	8	0	56	$10,506	$3,502	$3,502	$3,502
Labor Total		$11,347	$13,238	$23,576	$20,718	$7,775	$0		$76,654	$24,255	$24,255	$28,143
Expenses									$81,000	$3,750	$3,750	$73,500
Budget Estimate									**$157,654**	**$28,005**	**$28,005**	**$101,643**

Year 3: Water COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,588	$1,529	$1,529	$1,529
1.2 Kickoff meeting		4	4	4	4	0		16	$3,252	$1,084	$1,084	$1,084
1.3 Follow-up data request		0	8	16	16	0		40	$6,849	$2,283	$2,283	$2,283
Task 1 Subtotal	0	8	16	28	28	0	0	80	$14,689	$4,896	$4,896	$4,896
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$18,695	$6,232	$6,232	$6,232
2.2 Review meeting with City	1	8	8	12	12	0		40	$7,840	$2,613	$2,613	$2,613
2.3 Revise analysis		0	16	40	40	0		96	$16,369	$5,456	$5,456	$5,456
2.4 Present to Council	2	8	8	0	0	0		16	$3,834	$1,278	$1,278	$1,278
Task 2 Subtotal	3	24	48	92	92	0	0	256	$46,737	$15,579	$15,579	$15,579
Task 3: Cost of Service (Water)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,024	$16,024		
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,024	$16,024		
3.3 Review meeting with City		8	8	8	8	0		32	$6,504	$6,504		
3.4 Revise Analysis		4	8	16	16	0		44	$8,012	$8,012		
3.5												
Task 3 Subtotal	0	20	32	104	104	0	0	260	$46,565	$46,565	$0	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,048	$3,048		
5.2 Draft report		4	8	16	16	0	0	44	$8,012	$8,012		
Final report		4	8	16	16	0	0	44	$8,012	$8,012		
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,072	$19,072	$0	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0		48	$9,175	$3,058	$3,058	$3,058
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,175	$3,058	$3,058	$3,058
Labor Total		$19,772	$22,992	$49,752	$43,722	$0	$0		$136,237	$89,170	$23,534	$23,534
Expenses									$15,000	$7,500	$3,750	$3,750
Budget Estimate									**$151,237**	**$96,670**	**$27,284**	**$27,284**

Year 4: Wastewater COS

Task Detail	Mtgs	Mumm Principal	Hobart PM	Quinn PC	Richard Sr. Analyst	Hobson Spec. PM	Admin Support	Total Hours	Budget Estimate	Division Allocations WATER	WW	ESD
Task 1: Project Kickoff and Data Collection												
1.1 Data request and review		4	4	8	8	0		24	$4,702	$1,567	$1,567	$1,567
1.2 Kickoff meeting	1	4	4	4	4	0		16	$3,334	$1,111	$1,111	$1,111
1.3 Follow-up data request		0	8	16	16	0		40	$7,020	$2,340	$2,340	$2,340
Task 1 Subtotal	1	8	16	28	28	0	0	80	$15,056	$5,019	$5,019	$5,019
Task 2: Revenue Requirements												
2.1 Project baseline revenue requirements		8	16	40	40	0		104	$19,162	$6,387	$6,387	$6,387
2.2 Review meeting with City	1	8	8	12	12	0		40	$8,036	$2,679	$2,679	$2,679
2.3 Revise analysis		0	16	40	40	0		96	$16,778	$5,593	$5,593	$5,593
2.4 Present to Council	2	8	8	0	0	0	0	16	$3,930	$1,310	$1,310	$1,310
Task 2 Subtotal	3	24	48	92	92	0	0	256	$47,905	$15,968	$15,968	$15,968
Task 3: Cost of Service (Wastewater)												
3.1 Assess/refine customer data		4	8	40	40	0		92	$16,425		$16,425	
3.2 Allocate plant and expense		4	8	40	40	0		92	$16,425		$16,425	
3.3 Review meeting with City		8	8	8	8	0		32	$6,667		$6,667	
3.4 Revise Analysis		4	8	16	16	0		44	$8,212		$8,212	
Task 3 Subtotal	0	20	32	104	104	0	0	260	$47,729	$0	$47,729	$0
Task 4: Rate Alternatives Evalaution												
4.1 Council Presentation #1		0	0	0	0	0		0	$0			
4.2 Develop Rate Alternatives		0	0	0	0	0		0	$0			
4.3 Council Presentation #2		0	0	0	0	0		0	$0			
Task 4 Subtotal	0	0	0	0	0	0	0	0	$0	$0	$0	$0
Task 5: Documentation												
5.1 Computer spreadsheets		0	2	8	8	0	0	18	$3,124		$3,124	
5.2 Draft report		4	8	16	16	0	0	44	$8,212		$8,212	
Final report		4	8	16	16	0	0	44	$8,212		$8,212	
Task 5 Subtotal	0	8	18	40	40	0	0	106	$19,549	$0	$19,549	$0
Task 6: On-Call Services												
6.1 On-Call Services		8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
6.2								0	$0			
6.3								0	$0			
Task 6 Subtotal	0	8	8	16	16	0	0	48	$9,404	$3,135	$3,135	$3,135
Labor Total		$20,266	$23,566	$50,996	$44,815	$0	$0		$139,643	$24,122	$91,399	$24,122
Expenses									$15,000	$3,750	$7,500	$3,750
Budget Estimate									**$154,643**	**$27,872**	**$98,899**	**$27,872**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202940**

Contractor: **Financial Consulting Solutions Group, Inc. (dba FCS GROUP),**

Description: **Public Utilities Rate Evaluation and Financial Services**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/25**

☑ Approved by Council Date: **Pending**

Contract / Lease: **Contract $636,052.51**

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **21/43/B** RFP 22/04/P Financial Accounting Services -4 years from September 21-June 30, 2025

Fran Delaway (Aug 27, 2021 09:01 MDT) Aug 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **22/04/P** **5050381.510300, 5100331.510300**

4. **Funding Source:** **Water, WWM & ESD Enterprise Fund** **Org / Object:** **5000361.510300**

Andy Hopkins (Aug 25, 2021 15:17 MDT) Aug 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425) 827-6200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, STE #D-215
REDMOND, WA 98052

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: LIBERTY MUTUAL INS. CO.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR NO DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	BKW58035312	09/20/20	09/20/21	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS NO DEDUCTIBLE	BAA58035312	09/20/20	09/20/21	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE DEDUCTIBLE [X] RETENTION $ 10,000	USO58035312	09/20/20	09/20/21	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BKW58035312 WASH. STOP GAP	09/20/20	09/20/21	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 2,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: OPERATIONS - PO #22101122, PO #22101163, PO #22101201
THE CERTIFICATE HOLDER(S) ARE INCLUDED AS PRIMARY ADDITIONAL INSURED PER ATTACHED FORM CG8810 AND INCLUDES WAIVER OF SUBROGATION.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 10/8/2020

PRODUCER

SHINSTROM & NORMAN INC
PO Box 638
Kirkland, WA 98083
(425) 827-6200

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INSURERS AFFORDING COVERAGE

INSURED

FINANCIAL CONSULTING SOLUTIONS GROUP, INC.
7525 166TH AVENUE NE, SUITE D-215
REDMOND, WA 98052

INSURER A: STARSTONE NATIONAL INSURANCE CO.
INSURER B: NAIC: 25496
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
A	OTHER PROFESSIONAL LIABILITY	09550B1209APL CLAIMS MADE FORM	09/20/20	09/20/21	$2,000,000 EACH CLAIM $4,000,000 AGGREGATE $ 5,000 DEDUCTIBLE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RETROACTIVE DATE: 7/26/1988

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ____

CITY OF SANTA FE
801 W SAN MATEO RD.
SANTA FE, NM 87505

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: FCS GROUP

Business Location: 7525 16TH AVE NE STE D215
REDMOND , WA 98052

CRS Number: 03420605001

Owner: FCS GROUP

License Number: 223967

License Type: Business License - Renewable

Issued Date: December 28, 2020

Classification: Out of Jurisdiction Business License

Expiration Date: December 28, 2021

Fees Paid: $10.00

FCS GROUP
7525 166TH AVE NE STE D215
REDMOND , WA 98052

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _Financial Consulting Solutions Group, Inc. (dba FCS GROUP),

Procurement Title: Public Utilities Rate Evaluation and Financial Services 22/04/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Department Staff Name _ Maya Martinez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☒	☐	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

Maya Martinez

Public Utilities Dept / Maya Martinez, PUD Fiscal Administrator

Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway Fran Duraway (Aug 27, 2021 09:01 MDT)	Chief Procurement Officer	Aug 27, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

DATE:	August 20, 2021
TO:	Fran Dunaway, Chief Procurement Officer City of Santa Fe
FROM:	Maya Martinez, Procurement Manager MM Public Utilities Department
SUBJECT:	Evaluation Committee Report, Public Utilities Rate Evaluation & Financial Services RFP # 22/04/P

In accordance with the Request for Proposals for Public Utilities Rate Evaluation & Financial Services issued 6/17/21, one response were submitted from the following Offerors: FCS Group and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Shannon Jones, Public Utilities Department Director
Shirlene Sitton, Environmental Services Division Director
Mike Dozier, Waste Water Management Division Director
Jesse Roach, Water Division Director
Stephen Morales, Public Utilities Department

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- July 26, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process. Evaluation Committee was provided with the proposal and evaluation criteria form.
- August 3, 2021: Evaluation Committee met to go over their scoring and comments of the proposal.

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (400 Total Points)

	FCS Group
Offeror Points	376

Specifications:

1) Offeror should show a past record of performance on selected projects, with respect to such factors as rate structure analysis, annual financial plan updates, cost-of-service evaluation, and the ability to comply with critical schedules and budgets. Project references are requested for each demonstration of performance on prior projects.
2) Offeror should provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of financial management expertise.
3) Relevant experience in financial management services using generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law to successfully implement project goals shall be documented in the proposal. The City is looking for firms who hold a Municipal Advisor Certification. The Certification must be included in the Offeror's proposal. Offeror should clearly demonstrate they currently have the requisite staff and necessary financial management expertise for this project. The Offeror should discuss specialized financial management and water rate analysis competence of firm or joint venture, regarding the type of services required. The City fully anticipates the consultant to immediately start work on this project with the notice to proceed and expediently complete identified initial work and future work orders.
4) Describe the continuity of the company, particularly its capability to sustain loss of key personnel, or owner directed substitution of key personnel, without adversely affecting a project or the company.

5) Discuss past record of performance on contracts with public agencies or private sector clients with respect to such factors as control of time, costs, value, quality of work, claims handling and ability to achieve schedules. Provide reference contacts to include:
   1. Organization
   2. Project

3. Contact information (name, title, number, address, email)

6) Discuss knowledge and familiarity with Industry Standard Practices, generally accepted utility ratemaking methodologies, as described by the American Waterworks Association, and applicable New Mexico and Federal law.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS 376 points based on the Offeror's response.

The FCS team, including subcontractor, is strong and well versed in the financial standing of the City of Santa Fe's utilities, as well as in the Southwest portion of the United States. Points were deducted because the solid waste portion is subcontracted out.

The offeror responded very well to this, the only reason for the score given is that the experience that FCS brings is fairly recent, and mostly in the form of Jason Mumm who has consulted for the City since 1999, but been with FCS since 2017. Since 2017, their organizational experience is excellent. Strong record of past performance on relevant projects for both primary contractor and subcontractor on municipal utility projects. Submitter has extensive history with AWWA and helped to write guidelines for it. Both have depth of personnel for continuity. Many client references provided with required information.

Section IV.B.2, Project Team and Related Experience (250 Total Points)

	FCS Group
Offeror Points	235

Specifications:

The Offerors Project Team shall have successfully completed a minimum of three (3) similar utility rate analysis services for communities of 70,000 residents or larger. Special consideration will be given to firms that have experience with projects similar to those outlined in the scope of work.

Discuss recent experience of firm and Project Team on similar projects. List particular projects, their completion dates, costs, owner / client, and references (including telephone numbers). Describe your Project Team's expertise and familiarity with procedural and regulatory requirements on these kinds of projects.

- Present the organizational chart for the Project Team for public involvement; the names of the specific team members; with their assigned tasks; qualifications and percent of time they will be assigned to the project.
- Provide brief resumes of all senior and key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel

is identified as personnel who would work directly with City staff. Offeror must include the following information for all key members of the project team, including subcontractors using the following format:

- Name and Title
- Specialized Professional Competence
- Current Responsibilities
- Representative Project Assignments with Firm
- Representative Project Assignments for Other Identified Employers
- Professional Background, Education

- Describe the management plan for coordinating schedules and resources to complete this project on schedule and within budget.
- Describe the client and consultant relationship the firm will establish for progress meetings, design, review, decision-making, and budget containment.
- Should the firm be invited for personal interview, the City requires the principal and key design personnel, who will be assigned to the project, be present, be introduced, make comment to the selection committee, and preferably be a participant in the interview.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

FCS Group

The Evaluation Committee awarded FCS Group 235 points based on the Offeror's response. FCS's project team has completed the required minimum of 3 utility rate analysis service for communities similar to Santa Fe and in communities with population greater than 70,000 people. The proposal listed strong projects completed and ongoing with strong utilities specifically in western and southwestern United States. Including tier rate structures.

Points were deducted because of the population of reference locations not listed and had to search total population. FCS has a Strong team, particularly Jason Mumm, whose credentials are very impressive. Project team has many years of related experience and rate analysis in appropriate sized cities. Organization is clearly shown and employee resumes with relevant projects are given. FCS has 20 years' experience working with Utility Department and can work right away.

Section IV.B.3, Associations (50 Total Points)

	FCS Group
Offeror Points	49

Specifications:

The City of Santa Fe may contract with only one principal firm for this project; or the resulting contract may be a multiple award.
The use of specialty firms is recognized and with respect to joint ventures, associations, or subcontracts with other firms, describe recent associations on completing projects and your ability to effectively coordinate and manage a combination of firms. Indicate all of the firms and firm's information (company name, contact name, title, number, address).
Describe the capacity and capability of firm, joint venture or Teaming Agreement, including special consultants, to perform the work, including any specialized services, within the Offeror's time frames to expedite projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of the firms experience, expertise, knowledge, capacity and capability.

FCS Group

The Evaluation Committee awarded FCS Group 49 points based on the Offeror's response. The Association with NewGen is strongly related to Solid Waste portion of the utility. NewGen has extensive experience and history. Points were deducted because this capacity should be in-house and not subcrontracterd. Partnering with NewGen for Solid Waste related services rounds out the service offering well. Subcontractor information is clearly shown, and this firm has previous experience with City, County. Resumes and projects are shown.

Section IV.B.4, Workload (150 Total Points)

	FCS Group
Offeror Points	**105**

Specifications:

Describe the firm's current workload (particularly in the office that will manage this project). Provide names, locations, and clients for each project. List those in your firm who are assigned to these projects that will also be assigned to the proposed project and the firm's capacity in these projects.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror' s response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 105 points based on the Offeror's response. Points were deducted because the Description of other ongoing or new clients was vague. Answer given was not fully responsive, essentially saying they will be as responsive as they have been. Workload is addressed but not particularly shown. FCS states that after a 20-year relationship, the firm's workload is already adjusted to Santa Fe's needs.

Section IV.B.5, Knowledge of Local Conditions (50 Total Points)

	FCS Group
Offeror Points	**50**

Specifications:

Demonstrate recent knowledge and experience with the City Public Utilities Department, neighborhoods, local boards and commissions, community awareness, historic sensitivity and local practices, i.e., Santa Fe Regional Area.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section.

FCS Group

The Evaluation Committee awarded FCS Group 50 points based on the Offeror's response. FCS demonstrated good knowledge of local conditions. FCS has extensive knowledge of local conditions with 20 years of being the Utility consultant. Subcontractor has also performed cost analysis for the City, County previously, and with the immediately past contract. Also recently completed projects with Albuquerque and Las Cruces

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	FCS Group
Pass/Fail	**Pass**

Specifications:

The Letter of Transmittal Form located in APPENDIX D. must accompany the Offeror's proposal. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror' s disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	FCS Group
Pass/Fail	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (100 Total Points)

	FCS Group
Offeror Points	**100**

Specifications:

Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total annual cost for the first year for contractual services as defined by the scope of work. Offerors must list out the annual cost for each task to include labor, travel, documenting & reporting and meetings.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

Lowest Responsive Offeror's Total Annual Cost

---------- X Available Award Points

Each Offeror's Total Annual Cost

FCS Group

The Evaluation Committee awarded FCS Group points based on the Offeror's response.

151261

---------- = 1 X 100 = 100

151261

Section IV.C.4, NM Preferences

Evaluation Factors:

	Points	FCS Group
City of Santa Fe Local Preference per Section IV C. 2.	30	0
City of Santa Fe Local Preference using Local Subcontractors per Section IV C. 2.	60	0

Specifications:

Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below:

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used

in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

FCS Group

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Public Utilities Rate Evaluation & Financial Services

RFP # 22/04/P **Evaluation Summary**

	FCS Group
Section IV.B 1. Technical Specifications Organizational Experience (400 Points)	376
Section IV.B 2. Technical Specifications Project Team Related Experience (250 Points)	235
Section IV.B 3. Technical Specifications Associations (50 Points)	49
Section IV.B 4. Technical Specifications Workload (150 Points)	105
Section IV.B 5. Technical Specifications Knowledge of Local Conditions (50 Points)	50
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (100 Points)	100
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0
TOTAL POINTS AWARDED	**915**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding a Professional Services Agreement to perform the scope of work as outlined in the Public Utilities Rate Evaluation & Financial Services
to the only proposal received; FCS Group; subject to agreement between the Public Utilities Department and the selected Offeror. Awarding Professional Services Agreement to the recommended Offeror is in the best interest of the City and the Public Utilities Department.

Committee Signature Approval

Shannon Jones

Shannon Jones — Date
Evaluation Committee Member

Jesse Roach — Date
Evaluation Committee Member

Michael Dozier (Aug 20, 2021 15:17 MDT)

Michael Dozier — 8/20/21
Evaluation Committee Member

Shirlene Sitton
Shirlene Sitton (Aug 20, 2021 12:04 MDT)

Shirlene Sitton — Date
Evaluation Committee Member

Stephen A Morales
Stephen A Morales (Aug 20, 2021 15:22 MDT)

Stephen Morales — 08/20/2021
Evaluation Committee Member

Maya Martinez

Maya Martinez — 8/20/21
Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway (Aug 23, 2021 13:53 MDT)

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Aug 23, 2021

Date

Signature: Shannon Jones

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7i

Request for Award of Proposal #22/04/P Professional Services Agreement with Financial Consulting Solutions Group, Inc. for 4 years in the amount of $636,052.51 inclusive of NMGRT. (Maya Martinez, Public Utilities Fiscal Administrator, mfmartinez@santafenm.gov, 955-4271)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico
Memorandum

Date: August 19, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Aug 23, 2021 09:20 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, PW Project Administrator, Senior

RE: Budget Adjustment Request (BAR)

ITEM AND ACTION: Request for Approval of Budget Adjustment Request (BAR) in the amount of $850,000 to construct CIP# 842B Camino Entrada Roundabout.

BACKGROUND AND SUMMARY:
On January 26, 2021, the Capital Improvement Advisory Committee (CIAC) approved the use of Road Impact Fees in the amount of $850,000 to supplement the construction funding for CIP# 842B Camino Entrada Roundabout Project.

The Final Engineering Design for the construction of a roundabout at the intersection of (East-West)/Camino Entrada (North-South) was completed and accepted for construction in June 2021. The purpose of this project is to safely accommodate the increased vehicle and pedestrian traffic associated with the new Southside Transit Center and Police Department's Professional Standards and Records Facility. Roadway improvements include the construction of a roundabout, ADA compliant sidewalks, lighting, bicycle lanes and storm water drainage.

Public Works Department wishes to move forward with construction in September/October, thus requesting approval of this BAR into project ledger BUS185400E Camino Entrada Roundabout.

ATTACHMENTS:
CIAC Minutes 01/26/2021
BAR

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works - Engineering Division / Roadway & Trails	08/26/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5400499	572970	BUS185400E	850000	
Capital Transfer Out to Transit CIP	2320471	760540		850000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Transfer In from Transit CIP	5400499	660232		(850000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To reallocate road impact fees to WIP construction for CIP 842B - Camino Entrada Roundabout as approved at CIAC on 01/26/2021

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
232	-850,000
TOTAL:	**0**

Romella Glorioso-Moss 08/18/21
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

Andy Hopkins
Andy Hopkins (Sep 8, 2021 10:58 MDT)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Regina Wheeler
Regina Wheeler (Sep 8, 2021 10:57 MDT)
Sep 8, 2021
Department Director Signature Date

City Manager *{≤ $60,000}* Date

SUMMARY OF ACTION
THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
PLEDGE OF ALLEGIANCE	GIVEN	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
ACTION ITEMS		
REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).	APPROVED	2
REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.	APPROVED	2-3
REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.	APPROVED	3

REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.	**APPROVED**	**3-4**
REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.	**APPROVED**	**4-5**
REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.	**APPROVED**	**5**

STAFF COMMUNICATIONS

UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027	**INFORMATION/DISCUSSION**	**5**

FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.	**INFORMATION/DISCUSSION**	**5-6**
MATTERS FROM THE FLOOR	**INFORMATION/DISCUSSION**	**6-7**
<u>MATTERS FROM THE COMMISSION</u>		
MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS	**INFORMATION/DISCUSSION**	**7-8**
ELECTION OF AN INTERIM CHAIR AND VICE CHAIR	**POSTPONED**	**8**
ADJOURN	**ADJOURNED**	**8**

THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
TUESDAY, JANUARY 26, 2021, 1:30 PM
ATTENDED VIRTUALLY

1. CALL TO ORDER

The meeting of the Capital Improvements Advisory Committee, attended virtually, was called to order by Chair John Hiatt at 1:30 pm, Tuesday, January 26, 2021.

ROLL CALL

MEMBERS PRESENT
John B. Hiatt, Chair
Brian Lewis
Issac Pino
Kim Shanahan
Marshall Thompson
(3 vacancies)

MEMBERS ABSENT

OTHERS PRESENT
Noah Berke, Land Use Department
Carlos Gemora, Land Use Department
Melessia McDonald, Public Works Department/Parks Department
Sally Perez, Assistant City Attorney
Regina Wheeler, Director, Public Works Department
Romella Glorioso-Moss, Public Works Department
John Munoz, City of Santa Fe
Pauline Kamiyama, Director, Arts and Culture Department
Elizabeth Martin, Stenographer

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was given.

3. APPROVAL OF AGENDA

MOTION A motion was made by Mr. Lewis, seconded by Mr. Shanahan, to approve

the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

4. APPROVAL OF MINUTES NOVEMBER 17, 2020

MOTION A motion was made by Mr. Pino, seconded by Mr. Lewis, to approve the minutes of November 17, 2020 as presented.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

5. ACTION ITEMS

A. REQUEST APPROVAL OF UP TO $250,000 OF PARKS IMPACT FEE FUNDS FOR RECREATIONAL FITNESS EQUIPMENT TO BE INSTALLED IN THE CITY OF SANTA FE'S REGIONAL PARK(S).

Ms. McDonald reviewed the packet information.

MOTION A motion was made by Mr. Marshall, seconded by Mr. Lewis, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

B. REQUEST APPROVAL FOR THE USE OF UP TO $750,000 OF ROADS IMPACT FEE FUNDS FOR CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT MONTEZUMA AVENUE AND SANDOVAL STREET.

Ms. Wheeler stated that as described in the packet, this intersection is near the new County Courthouse. This request adds pedestrian facilities.

Mr. Pino asked if it will effect the City offices and the VFW.

Ms. Wheeler said no, a right of way acquisition is required.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to

approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

C. REQUEST APPROVAL FOR UP TO $54,000 OF ROADS IMPACT FEE FUNDS TO BE USED AS MATCHING FUNDS PER THE MUNICIPAL ARTERIAL PROGRAM FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT AGUA FRIA STREET AND SOUTH MEADOWS.

Ms. Wheeler clarified that the $54,000 would be used as matching funds for funding received from NMDOT.

MOTION A motion was made by Mr. Pino, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed on a roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

D. REQUEST APPROVAL FOR UP TO $546,814 OF ROAD IMPACT FEE FUNDS TO BE USED FOR THE CONSTRUCTION OF SIGNAL IMPROVEMENTS AT THE INTERSECTION OF RICHARDS AVENUE, BECKNER ROAD AND MISSION BEND. THIS REQUEST REPLACES AN EARLIER CIAC APPROVAL FOR THE USE OF UP TO $500,000 IN ROADS IMPACT FEE FUNDS AND IS COMPRISED OF UP TO $336,814.04 OF WAIVED IMPACT FEES FOR AN ASSOCIATED DEVELOPMENT MANAGED BY VILLA SENDERO, LLC AND UP TO $200,000 OF ADDITIONAL ROADS IMPACT FEE FUNDS TO BE ALLOCATED AS NEEDED TOWARDS THE CONSTRUCTION OF THE PROJECT.

Ms. Wheeler said this intersection is in need of improvements for traffic flow and safety. We have negotiated with the developer and they will install the improvements.

Mr. Gemora said CIAC already approved $500,000. The cost is a bit more now and we are asking for $536,814 rather than the original $500,000. The number is incorrect on the agenda. The correct number if $536,814.

MOTION A motion was made by Mr. Shanahan, seconded by Mr. Marshall, to approve the request.

DISCUSSION Mr. Shanahan asked about the waiver of fees as part of the

agreement.

Ms. Paez said it is a credit. We have the draft impact fee agreement in the packet. It requires Council approval.

Mr. Shanahan said this has been done before in the Las Soleras project.

Ms. Paez explained that this is not as complicated as Las Soleras was. We have the development plan and know the assessments. We think we have adequate protection in the project.

Mr. Berke said this development is outside of the Las Soleras area. They will be credited the amount of the engineer's estimate.

Mr. Shanahan said he wanted to make sure we all know to keep an eye on this. In the past we got a spreadsheet with addresses, owners names and the amount of impact fees paid. He would like to see that again.

Chair Hiatt asked Mr. Gemora and Mr. Berke to look into if that spreadsheet could be reinstated. It is not on the agenda to explore.

VOTE The motion passed by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Marshall, yes.

E. REQUEST TO RECOMMEND AMENDING TABLE 80. PLANNED MAJOR ROAD IMPROVEMENTS, OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027 TO EXPAND ADDITIONAL IMPROVEMENTS AT THE SOUTHSIDE TRANSIT CENTER FROM THE APPROVED MAXIMUM ESTIMATED COST OF $500,000 TO A MAXIMUM ESTIMATED COST OF $1,000,000.

Mr. Gemora said we have a memo in the packet regarding the additional funds. The maximum allowed in the plan not is $500,000. They are looking at around $850,000. We are asking to go back and amend the amount to $1 million as the maximum eligible expense. Item F requests the $850,000.

Ms. Wheeler explained that the memo in the packet talks about a roundabout. That was selected as the best and safest approach to go with.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approve the request.

VOTE The motion passed unanimously by roll call vote as follows:

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

F. REQUEST APPROVAL OF UP TO $850,000 OF ROADS IMPACT FEE FUNDS BE USED FOR IMPROVEMENTS RELATED TO THE SOUTHSIDE TRANSIT CENTER AND THE ASSOCIATED ROAD AND ROUNDABOUT IMPROVEMENTS ON CAMINO ENTRADA.

Mr. Gemora said the estimate is $842,000. We are asking for up to $850,000 to be allocated and used as the maximum expenditure in the IFCIP.

MOTION A motion was made by Mr. Lewis, seconded by Mr. Marshall, to approved the request.

VOTE The motion passed by roll call vote as follows;

Mr. Lewis, yes; Mr. Pino, yes; Mr. Shanahan, yes; Mr. Thompson, yes.

6. STAFF COMMUNICATIONS

A. UPDATE REGARDING APPROVAL OF THE IMPACT FEE CAPITAL IMPROVEMENT PLAN 2021-2027

Mr. Gemora announced that the Governing Body had approved the IFCIP for 2021-2027. He has sent the final approved Plan to the Committee. It is required by the State to pass another Plan in five years to review and make sure we are on track.

Chair Hiatt thanked Mr. Gemora for all his work.

Mr. Shanahan stated the Council votes on a Bond every two years. Going forward when will the Council consider a Bond request and for how much.

Mr. Berke said that is unrelated to this issue. We will be discussing that issue when we move to Matters From The Floor.

Chair Hiatt thanked Mr. Berke.

B. FY2020-21 Q1 FINANCIAL UPDATE AND FUTURE EXPECTATIONS.

Mr. Gemora reported that he did receive the Q1 data for FY 20-21 from the Finance Department. It sounded like it may be difficult to get continued information from them. They are quite constrained. We may have to use other avenues to get the information we need.

Chair Hiatt said we have the 3% administration fee fund. Would that be helpful

in your efforts to get the information.

Mr. Gemora said Director Issacson has a plan to use that in the next fiscal year.

Mr. Shanahan said this is outrageous. Supposedly we are better at this stuff than we were four years ago. The thought that they cannot produce quarterly collections is truly insane.

Chair Hiatt stated that he agreed that it is outrageous. He is concerned as well. You are not sure Eli is going to authorize the spending of the administrative funds to help staff get what we need.

Mr. Marshall agreed.

Mr. Shanahan said it may not be an issue of money.

Chair Hiatt said the Committee could do a letter to Eli. Carlos could work on it with the Chair.

Mr. Gemora said he did not want to speculate.

Mr. Berke informed the Committee that Carlos is working extensively on this. He will put it in writing and give it to those making the decision.

Chair Hiatt said we will take that under advisement.

Mr. Pino said having fired two Finance Directors during his time he is wondering why we are having such a difficult time with Finance that is causing everyone to have to work around them. It is time to deal with the problem.

Mr. Lewis commented that this is very frustrating.

Chair Hiatt asked Mr. Gemora to call him to discuss this issue.

Mr. Gemora stated that there are is a massive amount of vacancies in Finance. They are trying to keep their head above water. It is a lot to think about. Your concern is well noted. He asks that you be sensitive to the concerns with the City.

7. MATTERS FROM THE FLOOR

Ms. Wheeler said Tierra Contenta Phase 3 and the road have been discussed. It is her understanding that they will not be considered this year. The GRT is 20% less than past years. We have two large outstanding requests. That and affordable housing.

Chair Hiatt said he is Chair of the Housing Trust. We have engaged Jennifer Jenkins to move forward with an amendment regarding Tierra Contenta. We want to renew our request to you to keep us included. We are thinking about different ways of funding. It is not over.

Mr. Shanahan asked is there to be no vote in Council on a Bond for 2022.

Ms. Wheeler responded we were confident that there would be a Bond and now we are not confident. We will watch GRT for a time. We will not make this fiscal year for a Bond.

Mr. Shanahan said the Santa Fe Housing Coalition is meeting to decide if they want to go all in with a GO Bond to be voted on. In November there is a Municipal election. That is why he is asking.

Ms. Wheeler said a GRT Bond is easier and more likely than a GO Bond. They should probably think about a later GRT Bond. A GO Bond is an increase in taxes. That is not palatable to residents.

Mr. Shanahan said he is talking specifically about the Housing Trust.

Ms. Wheeler said there was talk about a $20 million GRT bond with affordable housing, the road, Tierra Contenta and other items. Something we could look at is a smaller Bond for affordable housing.

Chair Hiatt said a GO Bond is not likely.

Ms. Wheeler said it is not as palatable in an election year. GRT is a lot easier.

Chair Hiatt stated that he is anxious to hear continued reports on this.

8. MATTERS FROM THE COMMISSION

MEMBERSHIP UPDATES - RESIGNATIONS AND REAPPOINTMENTS

Chair Hiatt said he is leaving.

Mr. Gemora said his assumption was that this is the Chair's last meeting. The City will have to appoint an entire Committee.

Ms. Paez said the Chair can serve until his replacement is appointed.

Chair Hiatt said he would do that.

Mr. Shanahan said it is the Mayor and two City Councilors who need to do something. "Chair would you ask them to get off their ass and get it done."

Mr. Gemora said Ms. Alt has resigned so it is Mayor Webber, Councilor Lindell, Councilor Villarreal and Councilor Abeyta who need to make appointments.

Chair Hiatt will make those calls.

Mr. Gemora said four are returning though the reappointment process. With the Chair leaving that opens up the Councilor Garcia position.

Mr. Berke said it is a Councilor Cassutt-Sanchez or Councilor Vigil Coppler appointment.

There was a discussion about appointments and requirements.

ELECTION OF AN INTERIM CHAIR AND VICE CHAIR

Chair Hiatt suggested that this item be postponed to the next meeting.

Mr. Shanahan stated that if any members have suggestions as to new members pass them on to the Chair.

9. ADJOURN

There being no further business before the Committee the meeting adjourned at 2:55 pm.

_____
John B. Hiatt, Chair

_____
Elizabeth Martin, Stenographer

City of Santa Fe, New Mexico
Memorandum

Date: September 8, 2021

To: Planning Commission, Public Works and Utilities Committee, Economic Development Advisory Committee, Quality of Life Committee, Finance Committee and Governing Body

From: Noah L. Berke, AICP, Current Planning Division Manager NLB

Via: Jason M. Kluck, Interim Planning and Land Use Department Director jmk

RE: Proposed Legislation to Address Zoning Issues Related to Cannabis Legislation

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EXECUTIVE SUMMARY:

This Bill would amend the Land Development Code by adding a new category of specific uses, "Commercial Cannabis Establishments," in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies in which zoning districts the various types of Commercial Cannabis Establishments would be permitted and adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations) and 14-12.1 (definitions) and adds a new subsection 14-6.2(I) to adopt use specific standards for cannabis establishments, including density limitations and operating times. The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.

Commercial Cannabis Establishments:

With the proposed amendments, a new "Commercial Cannabis Establishments" category of specific uses would be created within SFCC Section 14-6.1-1 (table of permitted uses), which stipulates specific definitions and uses in zoning districts as "permitted use", "special use permit", "accessory use", and "prohibited use".

Commercial Cannabis Establishments would be divided into two classes for Production:

1. **Cannabis Producer:**

   A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may possess two hundred and one (201) total mature cannabis plants or more at any one time.

- **Permitted indoors: I-1 and I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-2 and BIP**

2. **Cannabis Producer Microbusiness:**

A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

- **Permitted indoors: C-2, I-1, I-2, BIP, SC-1, SC-2 and SC-3**
- **Outdoors with Special Use Permit**

Commercial Cannabis Establishments would be divided into two classes for Manufacturing:

1. **Cannabis Manufacturing, Heavy:**

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

- **Permitted indoors in I-1, I-2 and BIP**

2. **Cannabis Manufacturing, Light:**

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

Commercial Cannabis Establishments would be divided into two categories for Cannabis research and testing laboratories:

1. **Cannabis Research Laboratory:**

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

2. **Cannabis Testing Laboratory:**

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

- **Permitted in C-2, BCD, I-1, I-2 and BIP**

Commercial Cannabis Establishments would include one category for Cannabis Retail:

1. **Commercial Cannabis Retailer:**

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

- **Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)**

The Commercial Cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; new commercial cannabis retailer would only be permitted use if located within a four hundred (400) foot distance of a commercial cannabis retailer main entrance accessing the primary function of the establishment as approved by the City (the distance shall be measured from the main entrance of the business premise to the main entrance of the next business premise); all commercial cannabis retailers would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

The final permitted use added to the Commercial Cannabis Establishments would be "Cannabis Consumption Area", defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

BACKGROUND:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The resulting legislation will require review at public hearings before the Governing Body prior to adoption.

The State has clearly outlined that a local jurisdiction cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Cannabis Regulation Act defines new types of recreational cannabis establishments, including the following:

- Cannabis Retailer (commercial sales of cannabis);
- Cannabis Producer (growing or farming of cannabis);
- Cannabis Producer Microbusiness (produces cannabis at a single premise with no more than 200 mature plants at one time);
- Cannabis Manufacturer (turns uncultivated cannabis into oils, edibles, and products); and
- Cannabis Research and/or Testing Laboratories;
- Cannabis Consumption Areas (place where cannabis is smoked, vaporized, or ingested);
- Integrated Cannabis Microbusiness (may include combination of producer microbusiness, manufacture and retail at a single location selling only their own products); and
- Vertically Integrated Cannabis Establishment (may include combination of retail, producer, and manufacturer).

The proposed City ordinance would mirror the existing definitions set forth by the State of New Mexico. The City ordinance would also adopt restrictions regarding density, classifications, and hours of operation.

On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations to the Planning Commission. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.

The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members also worked to research the legislative limitations, best practices, and experiences of other places, and have noted their appreciation of staff for assistance with this research. The Subcommittee's primary focus to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

The Planning Commission conducted a public hearing on the proposed cannabis legislative changes on August 17, 2021. Several members of the public testified regarding density of cannabis retail establishments. The Planning Commission made minor modifications to the permitted uses table, measurements for density and to cannabis producer microbusiness. The Planning Commission then asked staff to redraft the legislation and return to the Planning Commission meeting on September 2, 2021, where they voted to recommend approval to the Governing Body.

The City Attorney made technical amendments to the Planning Commission's recommended legislation in order to sign for legal sufficiency. The technical changes are not intended to modify the policy recommendations included in the Planning Commission's recommended legislation. Rather, they consolidate the use sub-categories without associated regulatory distinctions; streamline multiple provisions prohibiting home occupations into one; remove provisions requiring adherence to existing law; and add or refine language in a few instances to clarify intent.

Planning and Land Use Department Review of Proposed Legislation:

Under SFCC Section 14-3.3, the Planning and Land Use Department is required to review proposed amendments to the text of Chapter 14 to ensure compliance with the following criteria:

1. compliance with law;
2. consistency with the general plan;
3. consistency with other policies adopted by the Governing Body;
4. consistency with the purpose and intent of Chapter 14 and of the section being amended;
5. consideration of how the amendment relates to other provisions of the Santa Fe City Code and the avoidance of unintended consequences; and
6. consistency with any approved neighborhood conservation overlay districts.

The Planning and Land Use Department, in consultation with the City Attorney's Office, has reviewed and crafted the proposed legislation to ensure that all of the above criteria are met.

ACTION REQUESTED:

The Planning and Land Use Department requests that the council subcommittees consider the proposed legislation and make a positive recommendation to the Governing Body and that the

Governing Body adopt the proposed legislation.

ATTACHMENTS:

1. Legislation Approved by Planning Commission
2. Policy Subcommittee Memo on Recommendations
3. Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2021-19
Cannabis Zoning

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2021-19:

1. On page 14, line 13 make "limitation" plural.

2. On page 14, line 14 after "if" ***insert*** "either of the following applies:"; and ***create*** a new paragraph (i) after the colon.

3. On page 14, line 16 ***strike*** the period and ***insert*** in lieu thereof "; or"

4. On page 14, line 17 ***insert*** the following new subparagraph:
   "(ii) The closest point of the *commercial cannabis retailer's* licensed premises is within 300 feet of a religious institution."
   *** Editor's Note: Reletter the succeeding paragraph accordingly**

5. On page 25, line 15 ***insert*** the following new definitions:
   "RELIGIOUS INSTITUTION
   A building having the primary purpose of either a church, temple, mosque, or other place of worship or to support and manage the practice of a specific set of religious beliefs."

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all uses licensed by the licensee are permitted in the zoning district.

(4) Minimum Distance from Schools. A *cannabis establishment* is not a permitted use if the *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitations. A *commercial cannabis retailer* is not a permitted use if any of the following applies:

(i) The main entrance accessing the primary function of the *commercial cannabis retailer* would be within a four hundred (400) foot distance of the main entrance accessing the primary function of an existing *commercial cannabis retailer*[-]; or

(ii) The closest point of the *commercial cannabis retailer's* licensed premises is within three hundred (300) feet of a religious institution.

(b) Operating hours. The hours of operation for a *commercial cannabis retailer* may begin as early as 7:00 a.m. and may extend as late as 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-19

underscored material = new [~~bracketed material~~] = delete

AN ORDINANCE

AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, TO ADDRESS ZONING ISSUES RELATED TO CANNABIS; AMENDING TABLE 14-6.1-1, TABLE OF PERMITTED USES, TO CLARIFY ZONING DISTRICTS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS, AND TO ADOPT OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.2(H), AGRICULTURAL USES, TO ADDRESS CANNABIS PRODUCTION; ADDING A NEW SUBSECTION 14-6.2(I) TO ADOPT USE-SPECIFIC STANDARDS FOR CANNABIS ESTABLISHMENTS, INCLUDING OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.3(B)(2) TO PROHIBIT COMMERCIAL CANNABIS ESTABLISHMENTS AS ACCESSORY USES OR STRUCTURES ON RESIDENTIALLY ZONED PROPERTY; AMENDING SUBSECTION 14-6.3(D)(2) TO PROHIBIT THE CONDUCT OF A CANNABIS ESTABLISHMENT AS A HOME OCCUPATION;

AMENDING SECTION 14-12.1 TO ADD DEFINITIONS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Table 16-1.1-1 of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

Table 14-6.1-1

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1	R-7	R-7	RC-5,	R-10	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P *	P *	P* [2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P [10]	P	P	P	P		P	P			P	P	P	P [2]	
Arts and crafts schools								P [10]	P	P	P	P		P	P		P	P	P	P	P [2]	

Dance studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Photographers' studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Commercial Cannabis Establishments																						
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only											P				P	P	P	P	P	P		(H), (I)

Cannabis producer microbusiness (200 mature plants max.), outdoor growing											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only											S				P	P	S					(H), (I)
Cannabis producer, outdoor growing											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P2	(I)

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)
**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.
***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)
1. In the RR district, multiple- family dwellings are limited to four per lot.
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet gross floor area, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use permit in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for principal dwelling units in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional accessory use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

Section 2. Subsection 14-6.2(H) of the Land Development Code (being Ord. No. 2016-42, § 2, as amended) is amended to read:

(H) **Agricultural Uses**

(1) Agricultural uses for noncommercial purposes that are *accessory* uses to a permitted *principal* use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, Nuisance Abatement Ordinance, and shall meet all other applicable *city* codes.

(2) Agricultural uses for commercial purposes are permitted as set forth in Table 14-6.1-1; however, the following commercial agricultural uses are specifically prohibited:

(a) animal production;

(b) slaughterhouses and slaughtering of livestock; and

(c) any other use prohibited by 5-7.1 SFCC 1987.

(3) Applicability. No agricultural activity shall be conducted, or *farm structure* erected, except in compliance with the provisions of this Subsection 14-6.2(H), and shall not supersede the rights of home owners associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:

(a) Gardens for the personal noncommercial use of residents as accessory uses to *residential* uses.

(b) Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.

(c) Community gardens for noncommercial purposes permitted as an accessory use.

(d) The growing of cannabis for personal use, as permitted by the

Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

4) Approval Procedures.

(a) Agricultural uses are allowed as an accessory use; with a special use permit; or permitted by right, all as shown in Table 14-6.1-1.

(b) Except as otherwise provided in this Subsection 14-6.2(H), the procedural and other requirements for *home occupations*, special use permits and development plans apply to agricultural uses and *structures*.

(c) Agricultural uses and *structures* shall comply with all other applicable provisions of SFCC 1987, including Chapter VII relating to building and housing, and Chapter XII relating to fire prevention and protection.

(d) The governing body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the *land use director* in the administration of this Subsection 14-6.2(H).

(5) Development Standards.

(a) Except as otherwise provided in this Subsection 14-6.2(H), *structures* associated with agricultural uses are subject to the development standards established for the underlying and overlay zoning districts within which the property is located.

(b) Agricultural *home occupations* shall comply with Subsection 14-6.3(D)(2).

(6) *Urban Farm, Ground Level*.

(a) The principal activity to be performed on a *ground level urban farm* shall be the cultivation of agricultural crops.

(b) *Ground level urban farms* are permitted as provided in Table 14-6.1-1.

(7) *Urban Farm, Roof Level*

(a) The principal activity to be performed on a *roof level urban farm* shall be the cultivation of agricultural crops.

(b) *Roof level urban farms* are permitted as provided in Table 14-6.1-1.

(8) *Aquaculture, Aquaponics* and *Hydroponics*.

(a) *Aquaculture, aquaponics* and *hydroponics* are permitted as provided in Table 14-6.1-1.

(b) Operations must comply with applicable Federal and State regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

(9) *Farm Stands*.

(a) An urban farm may include a *farm stand*. *Farm stands* located in zoning districts which otherwise prohibit retail sales shall be limited to sales of agricultural products that are grown on the premises, shall not be larger than 48 square feet, and shall be erected only during business operating hours and during the farming season.

(b) Operation of a *farm stand* requires a *home occupation* permit or other type of business license issued by the City of Santa Fe Business Licensing Division.

(10) Screening and Buffering.

(a) Any composting, loading or disposal areas within or adjacent to a *residential* or *commercial* zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Any fencing shall be constructed of opaque materials and shall comply with the standards and requirements applicable to fences in the zoning district where the property is located.

(b) Any material or equipment stored outdoors within

a *residential* or *commercial* zoning district shall be surrounded by a wall or fence or vegetative screen not less than six (6) feet high, as may be necessary, to screen such material or equipment from view from any public street or public open space.

(11) Maintenance and Operation. Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* shall be used and maintained in such a manner in which at no time shall they constitute a nuisance or hazard to the surrounding neighborhood.

(12) Soil Safety. All urban farms, *cannabis producers*, and *cannabis producer microbusinesses* using conditioned soil [~~will be~~] are required to comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

(13) *Composting*.

(a) *Composting* is accessory to an urban farm, *cannabis producer*, or *cannabis producer microbusinesses* and shall be used only onsite where any *ground level urban farm*[~~—or~~], *roof level urban farm*, *cannabis producer*, or *cannabis producer microbusiness* is permitted. Composting shall occupy no more than ten (10) percent of the *farm area*, and cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.

(b) *Composting* as a principal use requires approval of a special use permit in *industrial* zoning districts, and is prohibited in other zoning districts.

(c) Maximum Height:

(i) Maximum height of composting structures or bins shall not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.

(ii) On a *roof level urban farm*, any *composting* must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.

(d) *Setbacks*:

(i) Subject to Subsection 14-6.3(B)(2) Accessory Uses, compost bins, accessory structures and windrows shall comply with the applicable ***setback*** requirements in all zoned districts.

(ii) Compost bins, structures and windrows located in a required yard or street frontage in all *residential* and *commercial* zoned districts must be screened from street view, and *setback* a minimum of ten (10) feet from the property line.

(14) Water.

(a) Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* are allowed to use the following water resources:

(i) Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Subsection 14-8.4(E).

(ii) Passive water harvesting designed to infiltrate water, control runoff and erosion.

(iii) *Gray water* or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Subsection 14-8.4(E)(2) consistent with its adjudicated, licensed, or permitted use.

(iv) Well water from existing on-site wells, provided that such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the *land use director*.

(v) Municipal water system.

(vi) Stormwater infiltration where or permitted by the OSE.

(b) Any constructed water catchment systems shall meet all permitting requirements of the City of Santa Fe's planning and land use department.

(c) Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-8.13 of the land use development code.

(i) Separate meters shall be required for irrigation in *commercial* and *industrial* zoned areas unless the total farm area on the lot is less than five hundred (500) square feet, and meter data denoting monthly and annual water use shall be sent to the *land use director* for monitoring purposes.

(ii) Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

(d) Irrigation systems shall comply with Subsection 14-8.4(E)(4), including installation of an approved backflow prevention device.

(e) Watering times shall comply with the outdoor conservation regulations pursuant to Subsection 25-2.7 SFCC 1987.

(f) The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The *land use director* shall provide all urban farms with city-authored water efficient irrigation guidelines and low-water use landscape literature, such as landscape irrigation design standards.

(15) Abandonment.

(a) If an agricultural use ceases for any reason for three hundred sixty-five (365) consecutive days without the prior written approval of the *land use director*, the use shall be deemed to be abandoned.

(b) Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of

the agricultural use. The property owner shall remove from the property all *farm structures* within ninety (90) days after the date the agricultural use is discontinued. Site clearing shall consist of:

(i) Physical removal of all *farm structures*, farm equipment and machinery; and

(ii) Disposal of all *composting* and agricultural waste in accordance with local and state waste disposal regulations; and

(iii) Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The *land use director* may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

(c) If the applicant fails to remove *farm structures*, farm equipment, and farm machinery in accordance with the requirements of this Subsection 14-6.2(H)(15) within ninety (90) days of the date the agricultural use is discontinued, the *land use director* shall proceed with enforcement actions as provided for in Section 14-11.

Section 3. [NEW MATERIAL] A New Subsection 14-6.2(I) of the Land Development Code is ordained to read:

(I) Cannabis Establishments

(1) Applicable law. *Cannabis establishments* are subject to applicable sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable city ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations. Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to -10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to -42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to -20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all uses licensed by the licensee are permitted in the zoning district.

(4) Minimum Distance from Schools. A *cannabis establishment* is not a permitted use if the *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitation. A *commercial cannabis retailer* is not a permitted use if the main entrance accessing the primary function of the *commercial cannabis retailer* would be within a four hundred (400) foot distance of the main entrance accessing the primary function of an existing *commercial cannabis retailer*.

(b) Operating hours. The hours of operation for a *commercial cannabis retailer* may begin as early as 7:00 a.m. and may extend as late as 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building and fire codes. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers must use industry standard techniques to minimize odorous, toxic, or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas must obtain city approval of an odor control plan addressing these laws, prior to the issuance of a building

permit or certificate of compliance.

(7) Safety and Security. All *cannabis establishments* must comply with state law and regulations concerning safety and security, in addition to applicable provisions of SFCC 1987.

*** Editor's Note: the current subsection (I) shall be re-lettered as subsection (J).**

Section 4. Subsection 14-6.3(B)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(B) Permitted Accessory Uses and Structures

(2) RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4, and HZ Districts (Ord. No. 2014-31 § 14)

(a) The following *accessory* uses and *structures* are permitted in the RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4 and HZ districts: (Ord. No. 2013-16 § 31)

(i) *home occupations*, as provided for in Subsection 14-6.3(D)(2);

(ii) noncommercial *greenhouses* and plant nurseries;

(iii) private *garages*;

(iv) *utility sheds*, located within the *rear yard* only;

(v) children's play areas and play equipment;

(vi) private barbeque pits and private swimming pools;

(vii) *accessory dwelling units* as regulated in Subsection 14-6.3(D)(1);

(viii) other uses and *structures* customarily *accessory* and clearly incidental and subordinate to permitted or permissible uses and *structures*; and

(ix) *accessory structures* of a permanent, temporary or

portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts, and such other *accessory structures* that exceed thirty (30) inches in height from the average ground elevation.

(b) All *accessory* uses and *structures* allowed under Subsection 14-6.3(B)(2)(a) shall:

(i) not involve the conduct of *business* on the *premises*, except *home occupations*;

(ii) be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership; and

(iii) not be likely to attract visitors in larger numbers than would normally be expected in a single-*family residential* neighborhood.

(c) The following activities are prohibited within *residentially zoned districts*:

(i) Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a special use *permit* or other permitted *non-residential* use.

A. Commercial or industrial vehicles include:

1. vehicles requiring a commercial driver's license to operate;

2. tour buses or school buses;

3. concrete mixer trucks or concrete pumper trucks;

4. towing vehicles;

5. earthmoving or *grading* equipment;

6. trailers or tractors (except lawn trailers or

tractors)

7. motorized construction or agricultural equipment;

8. cranes;

9. roll-off trash containers (except as related to an active construction *permit*); or

10. any other vehicles designed by the manufacturer for *business* purposes.

B. Commercial or industrial vehicles do not include:

1. *recreational vehicles* or trailers related to *recreational vehicles* that are used for personal purposes; or

2. passenger vehicles, pickup trucks or small trailers that may be used for *business* purposes related to a registered *home occupation business*.

(ii) Outdoor storage of construction materials, except in connection with active construction activities on the *premises*;

(iii) Storage of *mobile homes* or commercial shipping containers;

(iv) Vehicles, tents or other *structures* that do not comply with this chapter or other applicable codes, used as dwellings;

(v) Storage of PODS ® or similar style moving/shipping containers for more than thirty (30) days;

(vi) Storage or parking within any portion of a *street yard* other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate

use; [~~and~~]

(vii) Use of any vehicle as a receptacle for the storage of litter or refuse as provide by Subsections 10-1.13 and 10-1.14 SFCC 1987[~~.~~]; and

(viii) The conduct of any *business* as a *cannabis establishment* or for a *commercial cannabis activity*.

Section 5. Subsection 14-6.3(D)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(D) Standards for Specific Accessory Uses

(2) Home occupations

(a) Purposes

The purposes of the this Subsection 14-6.3(D)(2) are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based *businesses*.

(b) Standards

Home occupations are permitted on all *property*, including *residential* or *mixed-use residential*/commercial if the standards provided in this paragraph are met.

(c) General Standards

(i) The *home occupation* shall involve the primary sale of goods or services in connection with the *home occupation* , including: 1) goods that are prepared, produced or grown on the *premises*; 2) services that are developed on the *premises* and provided

on or off the *premises*; 3) the sale of goods that are not produced on the *premises* and that are only distributed off the *premises*; or 4) repair services that take place solely within the home.

(ii) The *home occupation* shall be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership.

(iii) The *home occupation* shall be conducted by the *business* owner who resides continuously for a substantial period of time at the *premises* in which the *home occupation* is conducted. Continuous residence is determined by the land use director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

(iv) Not more than two persons, other than members of the *family* who reside on the *premises*, shall be regularly engaged in the *home occupation*.

(v) Except for on-street parking, as set forth in this section, a *home occupation* shall be completely contained within the *property* lines of the lot on which the *home occupation* is located. A *home occupation* shall be in compliance with the performance standards set forth in Section 10-4 SFCC (General Environmental Standards); not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or *property* of residents and occupants of adjacent and neighboring *properties*. The storage of firearms, ammunition, fireworks or similar explosives for sale or service is prohibited. Mechanical or electrical equipment that is incidental to the *home occupation* may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises. Depending upon the nature of the *home occupation*, the land use director may require proof of compliance with these restrictions prior to issuance of a *business* registration.

(vi) *Employees*, customers, clients or deliveries shall not enter the *premises* between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and

10:00 a.m. weekends. Depending on the nature of the *home occupation*, the *land use director* may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed eleven (11) feet in height and twenty (20) feet in length.

(vii) No *cannabis establishment* or *commercial cannabis activity* may be conducted as a *home occupation*.

(d) Structural Standards

(i) Not more than twenty-five percent of the *gross floor area* of the *dwelling unit*, including *accessory buildings*, shall be used to conduct a *home occupation* . In determining the *gross floor area* of an *accessory dwelling unit*, no more than one thousand (1,000) square feet shall be used.

(ii) Nothing incidental to the conduct of a *home occupation* shall be constructed, installed, placed, parked or stored on a residentially zoned *lot* on which a *home occupation* is being conducted if it is visible from any adjacent or neighboring *property* and if it is not in keeping with the *residential* character of the neighborhoods surrounding the *lot*, except for *signs* and parking set forth in item (iii) below. A person who conducts a *home occupation* and applies for a construction *permit* shall demonstrate to the *land use director* that the proposed construction does not violate any section of this Subsection 14-6.3(D)(2).

(iii) No more than one *sign* is permitted, and the area of the *sign* shall not exceed one square foot.

(e) Parking Standards

(i) Depending on the nature of the *home occupation*, the following parking spaces shall be provided on the *lot* : 1) if there are no *employees* who reside off the *premises* and customers or clients do not come to the *premises*, only parking for the *dwelling unit* is required; 2) if there are no *employees* who reside off the premises and

customers or clients come to the *premises* , at least one parking space shall be provided on the lot for every four hundred (400) square feet of the *gross floor area* of the *premises* used for the *home occupation*, in addition to that required for the *dwelling unit*; 3) if there are any *employees* who reside off the *premises* and customers or clients do not come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working, in addition to that required for the *dwelling unit*; 4) if there are *employees* who reside off the *premises* and customers or clients come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working and at least one parking space shall be provided on the *lot* for every four hundred (400) square feet of the *gross floor area* of such *premises* used for the *home occupation* in addition to that required for the *dwelling unit*;

(ii) No more than one vehicle relating to a *home occupation* may be parked at any one time on the *streets* adjacent or proximate to the *lot* on which the *home occupation* is being conducted; however, in light of the character of the surrounding neighborhood, the *land use director* may prohibit any vehicles used in connection with a *home occupation* from parking on the *street*. This item regulates parked vehicles not associated with the *residential* use of the *dwelling unit*.

(f) Other Requirements; Inspections

(i) The *home occupation* shall comply with all other applicable codes, including without limitation the currently adopted fire and building codes, the federal American disabilities act and the *city's* wastewater requirements. Depending on the location of the *home occupation*, private covenants enforceable by those governed by the covenants may apply.

(ii) Inspections by the *city* are required prior to issuance of the *business* registration for the *home occupation* only for those *home occupations* in which the following occur: 1) *employees* reside off the *premises* come to the *premises*; 2) customers or

clients come to the *premises*; or 3) goods for sale are prepared, produced, grown or stored on the *premises*. The *city* reserves the right to inspect all *home occupations* for code compliance at such times as the *city* receives a complaint or has reason to believe the *city's* codes may be violated.

(g) Notice; Registration; Violations; Complaints; Variances; Appeals

(i) A person proposing to conduct a *home occupation* that will have more than one *employee* who will reside off the *premises* or that will have customers or clients coming to the *premises*, shall as part of the *application* be required to give notice, by first class mail with mailing certificate, of the *home occupation application* to all residents and *property owners* within one hundred fifty (150) feet of the *premises* and nearby neighborhood associations. The notice shall include the nature of the *home occupation*, the number of *employees*, whether customers or clients will be involved, the willingness of the *applicant* to meet with the neighboring residents and *property owners* and that the neighboring resident and *property* owner may review the *application* at the *city* offices. The neighboring residents and *property owners* have fifteen days from the date the notice was mailed to review the *application*. The *land use director* shall collect and evaluate this public comment that shall be used in determining whether the *home occupation* shall be approved and what restrictions, if any, shall be placed on it.

(ii) Each person who engages in a *home occupation* shall register the *home occupation* with the *city* on forms designated by the *city*, shall provide such information as required by the forms to verify compliance with the regulations, and shall renew such registration each year.

(iii) A person shall not conduct a *home occupation* in violation of this section. In addition to any other remedies available, the *city* may revoke

the *business* registration for the *home occupation* or the *certificate of occupancy* for any *building* in which a *home occupation* is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Article 14-11.

(iv) A *person* who is aggrieved by an approved *home occupation business* may file a complaint with the *city*. Within thirty calendar days of the *city's* receipt of the complaint, the *city* shall investigate the complaint and issue a written decision as to whether the *home occupation* against which the complaint was filed violates or complies with this section. If a violation is found, the *land use director* shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the *land use director* shall review the file for prior complaints.

Section 6. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definitions:

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or without

using solvents.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that are outside the scope of light cannabis manufacturing.

CANNABIS PRODUCER

A business conducted by a person licensed to cultivate more than two hundred (200) mature cannabis plants, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS PRODUCER MICROBUSINESS

A small business conducted by a person licensed to cultivate up to two hundred (200) mature cannabis plants at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses.

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER

A business conducted by a person that is licensed to sell cannabis products directly to consumers.

INTEGRATED CANNABIS MICROBUSINESS

A person who is licensed as an integrated cannabis microbusiness and authorized to conduct one or more of the following:

1. production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred (200) total mature cannabis plants at any one time;

2. manufacture of cannabis products at a single licensed premises;

3. sales and transportation of only cannabis products produced or manufactured by that person;

4. operation of only one retail establishment; or

5. couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants, or directly to consumers.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A person who is licensed as a vertically integrated microbusiness and authorized to act as any of the following:

1. a cannabis courier;

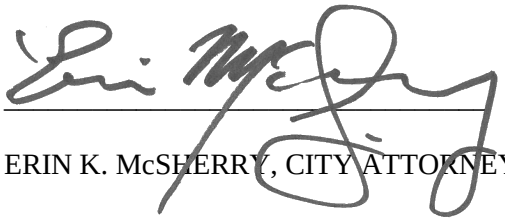
2. a cannabis manufacturer;

3. a cannabis producer; or

4. a cannabis retailer.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Bills/2021-19 Cannabis Zoning

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-19

AN ORDINANCE

AMENDING THE LAND DEVELOPMENT CODE, CHAPTER 14 SFCC 1987, TO ADDRESS ZONING ISSUES RELATED TO CANNABIS; AMENDING TABLE 14-6.1-1, TABLE OF PERMITTED USES, TO CLARIFY ZONING DISTRICTS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS, AND TO ADOPT OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.2(H), AGRICULTURAL USES, TO ADDRESS CANNABIS PRODUCTION; ADDING A NEW SUBSECTION 14-6.2(I) TO ADOPT USE-SPECIFIC STANDARDS FOR CANNABIS ESTABLISHMENTS, INCLUDING OPERATING TIMES, DENSITY LIMITATIONS, AND A MINIMUM DISTANCE BETWEEN CANNABIS RETAIL ESTABLISHMENTS AND SCHOOLS OR DAYCARE CENTERS; AMENDING SUBSECTION 14-6.3(B)(2) TO PROHIBIT COMMERCIAL CANNABIS ESTABLISHMENTS AS ACCESSORY USES OR STRUCTURES ON RESIDENTIALLY ZONED PROPERTY; AMENDING SUBSECTION 14-6.3(D)(2) TO PROHIBIT THE CONDUCT OF A CANNABIS ESTABLISHMENT AS A HOME OCCUPATION;

underscored material = new [~~bracketed material~~] = delete

AMENDING SECTION 14-12.1 TO ADD DEFINITIONS FOR VARIOUS TYPES OF CANNABIS ESTABLISHMENTS; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER CHANGES AS ARE NECESSARY TO CARRY OUT THE PURPOSE OF THIS ORDINANCE.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Table 16-1.1-1 of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

Table 14-6.1-1

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

CATEGORY Specific Use	RR	R-1	R-7	R-7	RC-5,	R-10	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Animal Sales and Service																						
Veterinary establishments, pet grooming	S									P*	P*	P*		P	P	P	P*		P *	P *	P* [2]	
Kennel	S									P*	P*	P*		P	P	P	P*					
Arts Activities																						
Arts and crafts studios, galleries and shops; gift shops for the sale of arts and crafts								P [10]	P	P	P	P		P	P			P	P	P	P [2]	
Arts and crafts schools								P [10]	P	P	P	P		P	P		P	P	P	P	P [2]	

Dance studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Photographers' studios								P 10	P	P	P			P	P		P	P	P	P	P 2	
Assembly																						
Private clubs and lodges	S	S	S		S	S		S	S	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*[2]	
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only																						

Extra small (2,500 sq. ft. canopy max.)											P				P	P	P	P	P	P		(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Large (22,001 or more sq. ft. canopy)											P				P	P	P	P	P	P		(H), (I)
Cannabis producer microbusiness (200 mature plants max.), outdoor growing																						
Extra small (2,500 sq. ft. canopy max.)											S				S	S	S	S	S	S		(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)

Medium (10,001 - 22,000 sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)
Large (22,001 or more sq. ft. canopy)											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only																						
Extra small (2,500 sq. ft. canopy max.)											S				P	P	S					(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				P	P	S					(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											S				P	P	S					(H), (I)
Large (22,001 or more sq. ft. canopy)											S				P	P	S					(H), (I)

Cannabis producer, outdoor growing																						
Extra small (2,500 sq. ft. canopy max.)											S				S	S	S					(H), (I)
Small (2,501 - 10,000 sq. ft. canopy)											S				S	S	S					(H), (I)
Medium (10,001 - 22,000 sq. ft. canopy)											S				S	S	S					(H), (I)
Large (22,001 or more sq. ft. canopy)											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P[2]	(I)

* Special use permit required if located within 200 feet of *residentially-zoned property* unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)
**Uses listed are in addition to those permitted in the underlying district. No more than 3,000 square feet of *gross floor area* may be devoted to *nonresidential* uses.
***See Section 14-7.3(B)(1) for additional MU district regulations including minimum percentage of residential use. (Ord. No. 2013-16 § 22)
1. In the RR district, multiple- family dwellings are limited to four per lot.
2. Hours of operation limited to 7 a.m. to 10 p.m.
3. Amplified live entertainment or amplified music for dancing prohibited after 10 p.m.
4. Not to exceed 1,000 square feet gross floor area, sales of alcohol prohibited.
5. Hospital is a permitted use in the Las Soleras Hospital District; requires special use permit in the Christus St. Vincent Hospital District.
6. See Section 14-6.2(A)(7) for additional regulations for principal dwelling units in the C-2, BIP and SC districts.
7. See Section 14-6.3 for additional accessory use regulations; see Section 14-6.4 (Temporary Uses or Structures)
8. In the Las Soleras Hospital District a heliport serving a hospital is a permitted use.
9. See Section 14-7.2(I) for standards for pre-existing mobile home parks and Section 14-6.2(A)(3)(a) for prohibition of new mobile home parks in MHP districts.
10. See Section 14-7.2(H) 3,000 square foot limit applies to specified uses in RAC district. (Ord. No. 2014-31 § 11)

Section 2. Subsection 14-6.2(H) of the Land Development Code (being Ord. No. 2016-42, § 2, as amended) is amended to read:

(H) **Agricultural Uses**

(1) Agricultural uses for noncommercial purposes that are *accessory* uses to a permitted *principal* use are permitted in all zoning districts but shall not create a public nuisance, subject to Subsection 10-9 SFCC 1987, Nuisance Abatement Ordinance, and shall meet all other applicable *city* codes.

(2) Agricultural uses for commercial purposes are permitted as set forth in Table 14-6.1-1; however, the following commercial agricultural uses are specifically prohibited:

(a) animal production;

(b) slaughterhouses and slaughtering of livestock; and

(c) any other use prohibited by 5-7.1 SFCC 1987.

(3) Applicability. No agricultural activity shall be conducted, or *farm structure* erected, except in compliance with the provisions of this Subsection 14-6.2(H), and shall not supersede the rights of home owners associations (HOAs) or any existing covenants, conditions and restrictions of HOAs or other neighborhood associations. The provisions of this subsection shall apply to all agricultural activities, whether such activity is a primary use or an accessory use, except for:

(a) Gardens for the personal noncommercial use of residents as accessory uses to *residential* uses.

(b) Community gardens located on city-owned property and regulated by written policies and procedures of the City of Santa Fe.

(c) Community gardens for noncommercial purposes permitted as an accessory use.

(d) The growing of cannabis for personal use, as permitted by the

Lynn and Erin Compassionate Use Act, NMSA 1978, Sections 26-2B-1 to -10 NMSA 1978; and the Cannabis Regulation Act, NMSA 1978, Sections 26-2C-1 to -42.

4) Approval Procedures.

(a) Agricultural uses are allowed as an accessory use; with a special use permit; or permitted by right, all as shown in Table 14-6.1-1.

(b) Except as otherwise provided in this Subsection 14-6.2(H), the procedural and other requirements for *home occupations*, special use permits and development plans apply to agricultural uses and *structures*. No commercial cannabis activity, including cannabis production, may be conducted as a *home occupation*.

(c) Agricultural uses and *structures* shall comply with all other applicable provisions of SFCC 1987, including Chapter VII relating to building and housing, and Chapter XII relating to fire prevention and protection.

(d) The governing body may adopt by resolution guidelines for the development and operation of agricultural uses, which shall guide the *land use director* in the administration of this Subsection 14-6.2(H).

(5) Development Standards.

(a) Except as otherwise provided in this Subsection 14-6.2(H), *structures* associated with agricultural uses are subject to the development standards established for the underlying and overlay zoning districts within which the property is located.

(b) Agricultural *home occupations* shall comply with Subsection 14-6.3(D)(2).

(6) *Urban Farm, Ground Level*.

(a) The principal activity to be performed on a *ground level urban farm* shall be the cultivation of agricultural crops.

(b) *Ground level urban farms* are permitted as provided in Table 14-

6.1-1.

(7) *Urban Farm, Roof Level*

(a) The principal activity to be performed on a *roof level urban farm* shall be the cultivation of agricultural crops.

(b) *Roof level urban farms* are permitted as provided in Table 14-6.1-1.

(8) *Aquaculture*, *Aquaponics* and *Hydroponics*.

(a) *Aquaculture*, *aquaponics* and *hydroponics* are permitted as provided in Table 14-6.1-1.

(b) Operations must comply with applicable Federal and State regulations for water use and discharge, and for the possession, propagation, culture, sale and disposition of living marine organisms.

(9) *Farm Stands*.

(a) An urban farm may include a *farm stand*. *Farm stands* located in zoning districts which otherwise prohibit retail sales shall be limited to sales of agricultural products that are grown on the premises, shall not be larger than 48 square feet, and shall be erected only during business operating hours and during the farming season.

(b) Operation of a *farm stand* requires a *home occupation* permit or other type of business license issued by the City of Santa Fe Business Licensing Division.

(10) *Cannabis Producer and Cannabis Producer Microbusiness*

(a) *Cannabis Producers* and *Cannabis Producer Microbusinesses* are permitted as provided in Table 14-6.1-1.

(b) *Cannabis Producers* and *Cannabis Producer Microbusinesses* must comply with applicable State regulations and licensure, in addition to applicable provisions of the SFCC 1987.

([~~10~~]11) Screening and Buffering.

(a) Any composting, loading or disposal areas within or adjacent to a *residential* or *commercial* zoning district shall be screened from view by a wall, fence, berm or vegetative screen, or combination thereof. Any fencing shall be constructed of opaque materials and shall comply with the standards and requirements applicable to fences in the zoning district where the property is located.

(b) Any material or equipment stored outdoors within a *residential* or *commercial* zoning district shall be surrounded by a wall or fence or vegetative screen not less than six (6) feet high, as may be necessary, to screen such material or equipment from view from any public street or public open space.

([~~11~~]12) Maintenance and Operation. Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* shall be used and maintained in such a manner in which at no time shall they constitute a nuisance or hazard to the surrounding neighborhood.

([~~12~~]13) Soil Safety. All urban farms, *cannabis producers*, and *cannabis producer microbusinesses* using conditioned soil will be required to comply with the New Mexico Soil and Water Conservation Act, Sections 73-20-25 through 73-20-48 NMSA 1978.

([~~13~~]14) *Composting*.

(a) *Composting* is accessory to an urban farm, *cannabis producer*, or *cannabis producer microbusinesses* and shall be used only onsite where any *ground level urban farm*[~~—or~~], *roof level urban farm*, *cannabis producer*, or *cannabis producer microbusiness* is permitted. Composting shall occupy no more than ten (10) percent of the *farm area*, and cooked food, raw animal matter, animal waste, and human waste shall not be used in the creation of compost.

(b) *Composting* as a principal use requires approval of a special use permit in *industrial* zoning districts, and is prohibited in other zoning districts.

(c) Maximum Height:

(i) Maximum height of composting structures or bins shall not exceed the maximum height permitted for fences and walls in the zoning district where the property is located.

(ii) On a *roof level urban farm*, any *composting* must be contained within a fully enclosed inflammable bin that does not have direct contact with flammable materials.

(d) *Setbacks*:

(i) Subject to Subsection 14-6.3(B)(2) Accessory Uses, compost bins, accessory structures and windrows shall comply with the applicable *setback* requirements in all zoned districts.

(ii) Compost bins, structures and windrows located in a required yard or street frontage in all *residential* and *commercial* zoned districts must be screened from street view, and *setback* a minimum of ten (10) feet from the property line.

([~~14~~]15) Water.

(a) Urban farms, *cannabis producers*, and *cannabis producer microbusinesses* are allowed to use the following water resources:

(i) Captured rainwater on-site meeting the requirements of the New Mexico State Engineer's Office (OSE) and Subsection 14-8.4(E).

(ii) Passive water harvesting designed to infiltrate water, control runoff and erosion.

(iii) *Gray water* or treated effluent from permitted on-site sources adhering to the requirements of Section 20-7-3 NMAC and Subsection 14-8.4(E)(2) consistent with its adjudicated, licensed, or permitted use.

(iv) Well water from existing on-site wells, provided that

such wells are permitted by the OSE for agricultural use, are metered, and tested annually by a laboratory certified by the New Mexico environment department to ensure that the well is bacteria-free and that the levels of arsenic, fluoride, nitrate, and uranium are compliant with EPA primary drinking water standards (maximum contamination levels, or MCLs), and such lab reports shall be sent to the *land use director*.

(v) Municipal water system.

(vi) Stormwater infiltration where or permitted by the OSE.

(b) Any constructed water catchment systems shall meet all permitting requirements of the City of Santa Fe's planning and land use department.

(c) Water supplied through the municipal water system shall be charged at the rate applicable to the meter size, and shall comply with all applicable requirements of Section 14-8.13 of the land use development code.

(i) Separate meters shall be required for irrigation in *commercial* and *industrial* zoned areas unless the total farm area on the lot is less than five hundred (500) square feet, and meter data denoting monthly and annual water use shall be sent to the *land use director* for monitoring purposes.;

(ii) Water efficient irrigation systems are required to be installed and used when water from the municipal water system is used for irrigation.

(d) Irrigation systems shall comply with Subsection 14-8.4(E)(4), including installation of an approved backflow prevention device.

(e) Watering times shall comply with the outdoor conservation regulations pursuant to Subsection 25-2.7 SFCC 1987.

(f) The use of other water efficient technologies and water management best practices, such as use of ollas or other water-holding materials, are allowed. The *land use director* shall provide all urban farms with city-authored water efficient irrigation

guidelines and low-water use landscape literature, such as landscape irrigation design standards.

([~~15~~]16) Abandonment.

(a) If an agricultural use ceases for any reason for three hundred sixty-five (365) consecutive days without the prior written approval of the *land use director*, the use shall be deemed to be abandoned.

(b) Any property used for agricultural purposes pursuant to this section shall be cleared and restored to the state in which it existed prior to commencement of the agricultural use. The property owner shall remove from the property all *farm structures* within ninety (90) days after the date the agricultural use is discontinued. Site clearing shall consist of:

(i) Physical removal of all *farm structures*, farm equipment and machinery; and

(ii) Disposal of all *composting* and agricultural waste in accordance with local and state waste disposal regulations; and

(iii) Stabilization of the site's vegetation as necessary to minimize erosion and invasive species encroachment. The *land use director* may allow the owner to leave landscaping in order to minimize erosion and disruption to vegetation.

(c) If the applicant fails to remove *farm structures*, farm equipment, and farm machinery in accordance with the requirements of this Subsection 14-6.2(H)([~~15~~]16) within ninety (90) days of the date the agricultural use is discontinued, the *land use director* shall proceed with enforcement actions as provided for in Section 14-11.

Section 3. [NEW MATERIAL] A New Subsection 14-6.2(I) of the Land Development Code is ordained to read:

(I) Cannabis Establishments

(1) Applicable law. *Cannabis establishments* are subject to applicable

sections of the Land Development Code, as set forth in Chapter 14 of the SFCC 1987; other applicable city ordinances, as set forth in the SFCC 1987; and applicable state laws and regulations. Applicable provisions include, but are not limited to, the Lynn and Erin Compassionate Use Act, Sections 26-2B-1 to -10 NMSA 1978; the Cannabis Regulation Act, Sections 26-2C-1 to -42 NMSA 1978; the Dee Johnson Clean Indoor Air Act, Sections 24-16-1 to -20 NMSA 1978; the Santa Fe Smoke Free Ordinance, Section 10-6 SFCC 1987; the Nuisance Abatement Ordinance, Section 10-9 SFCC 1987; and the Business License Ordinance, Section 18-1 SFCC 1987.

(2) Enforcement. A person who fails to adhere to the provisions of Chapter 14 of the SFCC shall be subject to the enforcement provisions set forth in Sections 1.3 and 14-11 SFCC 1987 and all other legal remedies and enforcement actions available under the law.

(3) Permitted Uses. *Cannabis establishments* are permitted only as set forth in Table 14-6.1-1 and this subsection. A *vertically integrated cannabis establishment* or *integrated cannabis microbusiness* is permitted only if all of the uses encompassed by the license are permitted in the zoning district.

(4) Minimum Distance from Schools. A new *cannabis establishment* is not a permitted use if the new *cannabis establishment* would be located within a three hundred (300) foot radius of an existing preschool, daycare center, elementary school, or secondary school. The radius shall be measured from the subject property boundaries.

(5) Retail Establishments.

(a) Density limitation. A new *commercial cannabis retailer* is not a permitted use if the new *commercial cannabis retailer* would be located within a four hundred (400) foot distance of a *commercial cannabis retailer* primary entrance. The distance shall be measured from the primary entrance of the business premise to the primary entrance of the next business premise.

(b) Operating hours. The hours of operation for a *commercial*

cannabis retailer are limited to 7:00 a.m. to 12:00 a.m. (midnight).

(6) Odors and Ventilation. All *cannabis establishments* must comply with applicable state and *city* laws and regulations concerning odors and ventilation, including building and fire codes. Cannabis producers, cannabis producer microbusinesses, and cannabis manufacturers must use industry standard techniques to minimize odorous, toxic, or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems. Cannabis producers, cannabis producer microbusinesses, cannabis manufacturers, and cannabis consumption areas must have an odor control plan approved by the City.

(7) Safety and Security. All *cannabis establishments* must comply with state law and regulations concerning safety and security, in addition to applicable provisions of the SFCC 1987.

*** Editor's Note: the current subsection (I) shall be re-lettered as subsection (J).**

Section 4. Subsection 14-6.3(B)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(B) Permitted Accessory Uses and Structures

(2) RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4, and HZ Districts (Ord. No. 2014-31 § 14)

(a) The following *accessory* uses and *structures* are permitted in the RR, R1-R-6, R-7, R-7(I), R-8, R-9, RC-5, RC-8, R-10, R-21, R-29, RAC, C-1, C-4 and HZ districts: (Ord. No. 2013-16 § 31)

(i) *home occupations*, as provided for in Subsection 14-6.3(D)(2);

(ii) noncommercial *greenhouses* and plant nurseries;

(iii) private *garages*;

(iv) *utility sheds*, located within the *rear yard* only;

(v) children's play areas and play equipment;

(vi) private barbeque pits and private swimming pools;

(vii) *accessory dwelling units* as regulated in Subsection 14-6.3(D)(1);

(viii) other uses and *structures* customarily *accessory* and clearly incidental and subordinate to permitted or permissible uses and *structures*; and

(ix) *accessory structures* of a permanent, temporary or portable nature such as coverings not constructed of solid building materials, including inflatable covers over swimming pools and tennis courts, and such other *accessory structures* that exceed thirty (30) inches in height from the average ground elevation.

(b) All *accessory* uses and *structures* allowed under Subsection 14-6.3(B)(2)(a) shall:

(i) not involve the conduct of *business* on the *premises*, except *home occupations*;

(ii) be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership; and

(iii) not be likely to attract visitors in larger numbers than would normally be expected in a single-*family residential* neighborhood.

(c) The following activities are prohibited within *residentially zoned districts*:

(i) Storage or parking, either continuous or intermittent, of commercial or industrial vehicles, except for those vehicles that are authorized by a special use *permit* or other permitted *non-residential* use.

A. Commercial or industrial vehicles include:

1. vehicles requiring a commercial driver's

license to operate;

2. tour buses or school buses;

3. concrete mixer trucks or concrete pumper trucks;

4. towing vehicles;

5. earthmoving or *grading* equipment;

6. trailers or tractors (except lawn trailers or tractors)

7. motorized construction or agricultural equipment;

8. cranes;

9. roll-off trash containers (except as related to an active construction *permit*); or

10. any other vehicles designed by the manufacturer for *business* purposes.

B. Commercial or industrial vehicles do not include:

1. *recreational vehicles* or trailers related to *recreational vehicles* that are used for personal purposes; or

2. passenger vehicles, pickup trucks or small trailers that may be used for *business* purposes related to a registered *home occupation business*.

(ii) Outdoor storage of construction materials, except in connection with active construction activities on the *premises*;

(iii) Storage of *mobile homes* or commercial shipping containers;

(iv) Vehicles, tents or other *structures* that do not comply with this chapter or other applicable codes, used as dwellings;

(v) Storage of PODS ® or similar style moving/shipping containers for more than thirty (30) days;

(vi) Storage or parking within any portion of a *street yard* other than a driveway of a noncommercial vehicle used for storage of goods, materials or equipment other than those items considered to be a part of the vehicle or essential for its immediate use; [~~and~~]

(vii) Use of any vehicle as a receptacle for the storage of litter or refuse as provide by Subsections 10-1.13 and 10-1.14 SFCC 1987[~~.~~]; and

(viii) The conduct of any *business* or *home occupation* as a *cannabis establishment* or for a *commercial cannabis activity*.

Section 5. Subsection 14-6.3(D)(2) of the Land Development Code (being Ord. No. 2011-37, § 8, as amended) is amended to read:

(D) Standards for Specific Accessory Uses

(2) Home occupations

(a) Purposes

The purposes of the this Subsection 14-6.3(D)(2) are to increase the economic vitality of Santa Fe; provide increased worker independence, self-sufficiency and motivation; decrease traffic congestion through the enhancement of community; increase the safety of the neighborhoods by promoting neighborhood activity; integrate the ideas of working and residing in the same environment; protect the stability and character of the neighborhood; and encourage neighborhood participation in the determination of a successful balance between neighborhood residents and home-based *businesses*.

(b) Standards

Home occupations are permitted on all *property*, including *residential* or *mixed-use residential*/commercial if the standards provided in this paragraph are met.

(c) General Standards

(i) The *home occupation* shall involve the primary sale of goods or services in connection with the *home occupation* , including: 1) goods that are prepared, produced or grown on the *premises* ; 2) services that are developed on the *premises* and provided on or off the *premises* ; 3) the sale of goods that are not produced on the *premises* and that are only distributed off the *premises* ; or 4) repair services that take place solely within the home.

(ii) The *home occupation* shall be located on the same *lot* as the permitted *principal* use or *structure* or on a contiguous *lot* in the same ownership.

(iii) The *home occupation* shall be conducted by the *business* owner who resides continuously for a substantial period of time at the *premises* in which the *home occupation* is conducted. Continuous residence is determined by the land use director by review of relevant factors. The address listed on a driver's license, voter registration or tax return may not be sufficient to establish continuous residence.

(iv) Not more than two persons, other than members of the *family* who reside on the *premises*, shall be regularly engaged in the *home occupation*.

(v) Except for on-street parking, as set forth in this section, a *home occupation* shall be completely contained within the *property* lines of the lot on which the *home occupation* is located. A *home occupation* shall be in compliance with the performance standards set forth in Section 10-4 SFCC (General Environmental Standards); not produce any offensive noise, vibration, smoke, dust, odors, heat, gas, glare or electrical interference; or otherwise create a risk to health, safety or *property* of residents and occupants of adjacent and neighboring *properties* . The storage of firearms, ammunition, fireworks or similar explosives

for sale or service is prohibited. Mechanical or electrical equipment that is incidental to the *home occupation* may be used if it does not create visible or audible interference in radio, computer or television receivers or cause fluctuation in voltage of the premises or neighboring premises. Depending upon the nature of the *home occupation* , the land use director may require proof of compliance with these restrictions prior to issuance of a *business* registration.

(vi) *Employees* , customers, clients or deliveries shall not enter the *premises* between the hours of 7:00 p.m. and 8:00 a.m. weekdays and 7:00 p.m. and 10:00 a.m. weekends. Depending on the nature of the *home occupation* , the *land use director* may reduce the hours of operation. Deliveries are limited to vehicles that do not exceed eleven (11) feet in height and twenty (20) feet in length.

(vii) No *cannabis establishment* or *commercial cannabis activity* may be conducted as a *home occupation*.

(d) Structural Standards

(i) Not more than twenty-five percent of the *gross floor area* of the *dwelling unit* , including *accessory buildings* , shall be used to conduct a *home occupation* . In determining the *gross floor area* of an *accessory dwelling unit* , no more than one thousand (1,000) square feet shall be used.

(ii) Nothing incidental to the conduct of a *home occupation* shall be constructed, installed, placed, parked or stored on a residentially zoned *lot* on which a *home occupation* is being conducted if it is visible from any adjacent or neighboring *property* and if it is not in keeping with the *residential* character of the neighborhoods surrounding the *lot* , except for *signs* and parking set forth in item (iii) below. A person who conducts a *home occupation* and applies for a construction *permit* shall demonstrate to the *land use director* that the proposed construction does not violate any section of this Subsection 14-6.3(D)(2).

(iii) No more than one *sign* is permitted, and the area of the *sign* shall not exceed one square foot.

(e) Parking Standards

(i) Depending on the nature of the *home occupation*, the following parking spaces shall be provided on the *lot* : 1) if there are no *employees* who reside off the *premises* and customers or clients do not come to the *premises*, only parking for the *dwelling unit* is required; 2) if there are no *employees* who reside off the premises and customers or clients come to the *premises* , at least one parking space shall be provided on the lot for every four hundred (400) square feet of the *gross floor area* of the *premises* used for the *home occupation*, in addition to that required for the *dwelling unit*; 3) if there are any *employees* who reside off the *premises* and customers or clients do not come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working, in addition to that required for the *dwelling unit*; 4) if there are *employees* who reside off the *premises* and customers or clients come to the *premises*, at least one parking space shall be provided on the *lot* for every *employee* simultaneously working and at least one parking space shall be provided on the *lot* for every four hundred (400) square feet of the *gross floor area* of such *premises* used for the *home occupation* in addition to that required for the *dwelling unit*;

(ii) No more than one vehicle relating to a *home occupation* may be parked at any one time on the *streets* adjacent or proximate to the *lot* on which the *home occupation* is being conducted; however, in light of the character of the surrounding neighborhood, the *land use director* may prohibit any vehicles used in connection with a *home occupation* from parking on the *street*. This item regulates parked vehicles not associated with the *residential* use of the *dwelling unit*.

(f) Other Requirements; Inspections

(i) The *home occupation* shall comply with all other

applicable codes, including without limitation the currently adopted fire and building codes, the federal American disabilities act and the *city's* wastewater requirements. Depending on the location of the *home occupation*, private covenants enforceable by those governed by the covenants may apply.

(ii) Inspections by the *city* are required prior to issuance of the *business* registration for the *home occupation* only for those *home occupations* in which the following occur: 1) *employees* reside off the *premises* come to the *premises*; 2) customers or clients come to the *premises*; or 3) goods for sale are prepared, produced, grown or stored on the *premises*. The *city* reserves the right to inspect all *home occupations* for code compliance at such times as the *city* receives a complaint or has reason to believe the *city's* codes may be violated.

(g) Notice; Registration; Violations; Complaints; Variances; Appeals

(i) A person proposing to conduct a *home occupation* that will have more than one *employee* who will reside off the *premises* or that will have customers or clients coming to the *premises*, shall as part of the *application* be required to give notice, by first class mail with mailing certificate, of the *home occupation application* to all residents and *property owners* within one hundred fifty (150) feet of the *premises* and nearby neighborhood associations. The notice shall include the nature of the *home occupation*, the number of *employees*, whether customers or clients will be involved, the willingness of the *applicant* to meet with the neighboring residents and *property owners* and that the neighboring resident and *property* owner may review the *application* at the *city* offices. The neighboring residents and *property owners* have fifteen days from the date the notice was mailed to review the *application*. The *land use director* shall collect and evaluate this public comment that shall be used in determining whether the *home occupation* shall be approved and what

restrictions, if any, shall be placed on it.

(ii) Each person who engages in a *home occupation* shall register the *home occupation* with the *city* on forms designated by the *city*, shall provide such information as required by the forms to verify compliance with the regulations, and shall renew such registration each year.

(iii) A person shall not conduct a *home occupation* in violation of this section. In addition to any other remedies available, the *city* may revoke the *business* registration for the *home occupation* or the *certificate of occupancy* for any *building* in which a *home occupation* is being conducted in violation of this section. A person who fails to comply with the provisions of this section is subject to a penalty as provided in Article 14-11.

(iv) A *person* who is aggrieved by an approved *home occupation business* may file a complaint with the *city*. Within thirty calendar days of the *city's* receipt of the complaint, the *city* shall investigate the complaint and issue a written decision as to whether the *home occupation* against which the complaint was filed violates or complies with this section. If a violation is found, the *land use director* shall determine the actions that have been or should be taken to address the violation. Complaints shall be kept on file and be open to the public. When investigating complaints, the *land use director* shall review the file for prior complaints.

Section 5. Section 14-12.1 of the Land Development Code (being Ord. No. 2011-37, § 15, as amended) is amended to add the following definitions:

CANNABIS CANOPY AREA

The surface area utilized to produce cannabis plants calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain cannabis plants at any point in time, including all of the space(s) within the boundaries. Canopy may be noncontiguous, but each

unique area included in the total canopy calculation shall be separated by an identifiable boundary, which includes: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds, or garden plots. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using nonvolatile solvents, alcohol, or carbon dioxide, or no solvents.

CANNABIS MANUFACTURING, HEAVY

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents or other methods that fall outside the scope of light cannabis manufacturing.

CANNABIS PRODUCER

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person possesses two hundred and one (201) total mature cannabis plants or more at any one time.

CANNABIS PRODUCER MICROBUSINESS

A small business conducted by a person licensed to cultivate cannabis at a single

location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

CANNABIS PRODUCT

A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses.

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested.

COMMERCIAL CANNABIS ACTIVITY

Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

INTEGRATED CANNABIS MICROBUSINESS

A person that is authorized to conduct one or more of the following:

1. production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

2. manufacture of cannabis products at a single licensed premises;

3. sales and transportation of only cannabis products produced or manufactured by that person;

4. operation of only one retail establishment; and

5. couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT

A person that is authorized to conduct one or more of the following at any one time:

1. a cannabis courier;

2. a cannabis manufacturer;

3. a cannabis producer; and

4. a cannabis retailer.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

City of Santa Fe New Mexico
Memorandum

Date: August 13, 2021, for the August 19, 2021 Meeting of the Planning Commission

To: Planning Commission

From: The Policy Subcommittee of the Planning Commission

CC: Jason Kluck, Interim Planning and Land Use Department Director
Noah Berke, Current Planning Division Manager

RE: Policy Subcommittee Cannabis Recommendations

ITEM & ISSUE:

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority. This memorandum sets forth the Policy Subcommittee's preliminary recommendations for cannabis land use regulations. The Policy Subcommittee requests input from the full Planning Commission on these recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body before adoption.

The State has clearly outlined that local jurisdictions cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Local jurisdictions can adopt rules that reasonably limit conditions like density of cannabis establishments and operating times.

The Policy Subcommittee has conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021. Subcommittee members have also worked to research the legislative limitations, best practices, and experiences of other places, and have appreciated the assistance of staff in this research. The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.

During this process, the Policy Subcommittee has expressed concern that the City's desired timeline assigned to the promulgation of the policy related to the cannabis legislation has impeded the Subcommittee's completion of a thorough and effective set of recommendations. The Subcommittee notes the complexity of this industry and its impacts (both positive and negative) on the community need further examination. It would be beneficial to seek more community feedback prior to making any final recommendations.

Although the Policy Subcommittee has submitted a limited series of general recommendations, it is the intent of the Subcommittee to continue working on producing more impactful and substantive recommendations to address several gaps and "unknowns" in the current recommendation submission. Regulatory requirements for cannabis consumption areas have not been addressed in this work because of additional time available before that licensing is implemented and because of time pressures to complete the regulations for the other uses. The Subcommittee recommends that cannabis consumption areas be an immediate priority after the current ordinance is adopted, so that thoughtful and complete work can be done before that licensing begins. The Subcommittee intends to address consumption in a separate set of recommendations (estimated start date mid-to-late September). The Policy Subcommittee recognizes that additional recommendations and legislation will likely be required in the future to address unresolved issues and make any desired adjustments to the City's regulatory framework.

UPDATE:
The Policy Subcommittee met on August 12, 2021 to work on definitions, density, and permitted uses. The Policy Subcommittee recommends the following:

- Regarding density for retail: 400 feet to replace 100 to 600 feet.

- Regarding production: micro and all other facilities fall under the subcategories Extra Small, Small, Medium, and Large. It is important that the state's definition of Micro-business remain in the drafted legislation under definitions and a statement be included before subcategory definitions (XS, S, M, L) and the zoning table. "Micro-business and all other production facilities shall fall under the subcategories, Extra Small, Small, Medium, and Large as defined based on indoor/outdoor canopy size."

RECOMMENDATIONS:

The Policy Subcommittee proposes the following recommendations in response to the questions posed by Staff.

- Should the density of cannabis establishments be limited, in all or part of the City?

  Yes. The Policy Subcommittee recommends the adoption of a minimum distance between commercial retail establishments, as measured from the property lines of a parcel, to avoid the potential negative consequences that might result from concentrating retail establishments, and recommends a uniform minimum distance across the city to promote equitable requirements in all areas of town and ease of enforcement. Staff has provided maps that illustrate buffer zones of various sizes, ranging from 100 feet to 600 feet. The Policy Subcommittee anticipates making a recommendation for a buffer of between 300 and 600 feet, following input from the public and the full Planning Commission. The Policy Subcommittee is also exploring whether density limitations might be appropriate for other types of cannabis establishments, including production (growing) and manufacturing establishments.

  The Policy Subcommittee recommends that density be uniform throughout the entire city, meaning that no district shall be at a higher or lesser density than any other district. Consistency in regards to density is a critical part of the intent of the New Mexico state law to ensuring equity.

- Should the City adopt operating times for cannabis establishments?

  Yes. The Policy Subcommittee recommends limiting commercial retail establishments to operating hours of 7 AM – 12 AM (midnight). This would be consistent with what Santa Fe County has adopted.

- Should cannabis uses be located a minimum distance from schools, daycare centers, religious institutions, and/or residential neighborhoods?

  Yes. Cannabis establishments should be located no closer than 300 feet from a school or daycare center. The Policy Subcommittee does not recommend a minimum distance from religious institutions or residentially zoned districts. The Policy Subcommittee notes that existing provisions in Chapter 14 require up to an 8 foot wall and a 15 foot landscape buffer between commercial uses and residentially zoned districts, which appear sufficient to address potential residential concerns about noise and odor. To further protect residential neighborhoods, the Policy Subcommittee also recommends prohibiting home occupations that involve commercial cannabis activities, which would be consistent with what Santa Fe County has adopted.

- Should a special use permit be required to operate a cannabis establishment in certain areas?

  Yes. At a minimum, the Policy Subcommittee recommends that a Special Use Permit should be required for all outdoor commercial growing operations; all large growing operations

(22,000 sq. ft. of canopy or more); and all growing operations in C-2 and BIP districts.

- Should the City adopt regulations to allow recreational cannabis consumption areas?

  Yes, but not as part of the initial legislation currently under way. The Policy Subcommittee recommends that consumption areas should be prohibited until the City has had an opportunity to conduct further study and obtain additional input from the community and stakeholders. The State of New Mexico has not drafted regulations for consumption areas and therefore the Policy Subcommittee is not in a position to offer guidance until such regulations are promulgated at the State level. The Policy Subcommittee anticipates that additional legislation on this topic will be drafted and proposed in the near future.

- Should the Table of Permitted Uses be revised to clarify or amend the zoning districts in which the various types of cannabis establishments may be located? E.g., should certain zoning districts be reserved for uses other than cannabis establishments to prevent unintended consequences, such as a proliferation of cannabis establishments that could drive other businesses out or cause rent and property prices to go up?

  Yes. For clarity, the Policy Subcommittee recommends that various types of cannabis establishments should be added to the Table of Permitted Uses. The Policy Subcommittee recommends basing the permitted zoning districts on the existing categories, with the following recommended changes:

  Retail cannabis should be allowed in zones where other retail is allowed, subject to the density and proximity to school/daycare limitations described above. Permitted districts include the C-2, BCD, industrial districts, shopping center districts, and mixed use districts.

  Cannabis manufacturing uses should be divided into two categories. Methods of manufacturing that involve volatile solvents pose a greater risk to public safety should be restricted to industrial zoning districts. Research and testing laboratories that use volatile solvents should likewise be treated as heavy manufacturing. Methods of manufacturing that pose a lower risk to public safety should be allowed in the zoning districts that currently allow laboratory, light manufacturing, and assembly uses, which includes the C-2, BCD, and industrial zoning districts.

  Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating four different sub categories that all producers, including Micro-businesses, will fall under and requiring special use permits for most growing operations, as follows:

  ~~**Regarding cannabis production (growing), the Policy Subcommittee notes that facility size appears to be critical to managing this industry in other cities and states, and that other jurisdictions have regulated facility size based on a calculation of the total area of the canopy**~~

~~of mature plants present at the facility at any one time. The Policy Subcommittee recommends ongoing study of this issue and intends to retain this as a policy priority in the near future. At this time, the Policy Subcommittee recommends creating five different categories of producers and requiring special use permits for most growing operations~~, as follows:

~~Cannabis Producer Microbusiness (up to 200 mature plants)~~
- ~~Permitted indoors: I-1, I-2~~
- ~~Permitted indoors or outdoors with Special Use Permit: C-4, BIP~~

Cannabis Producer, Extra Small (up to 2500 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Small (2,500-10,000 sq. ft. canopy)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Medium (10,000-22,000 sq. ft. canopy indoors or up to 1 acre outdoors)
- **Permitted indoors: I-1, I-2**
- **Permitted indoors or outdoors with Special Use Permit: C-4, BIP**

Cannabis Producer, Large (over 22,000 sq. ft. canopy)
- **Permitted indoors or outdoors with Special Use Permit: I-1, I-2.**

Finally, House Bill 2 creates a type of establishment called a "vertically integrated cannabis establishment" that allows a person licensed by the State to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer, or a cannabis retailer. The Policy Subcommittee recommends that a licensee seeking to run one a vertically integrated cannabis establishments must be located in a zoning district that allows all of the contemplated uses.

- Are Chapter 14 amendments needed to address issues related to safety and security, or odors and ventilation?

Regarding safety and security, House Bill 2 requires the Cannabis Control Division of the New Mexico Regulation and Licensing Department to adopt regulations to address security requirements, and comprehensive draft regulations have been published for comment. The Policy Subcommittee intends to review the regulations when they have been promulgated and made available to the public to ensure they are appropriate for the City of Santa Fe. The Policy Subcommittee intends to propose additional legislation if any gaps are identified.

Regarding odor and ventilation, the Policy Subcommittee notes that existing building and fire codes and the City's nuisance ordinance likely address most of the concerns about preventing nuisance odors and ensuring safe, well-ventilated operations. The Policy Subcommittee recommends adding some general language to Chapter 14 to further address these issues, based on provisions that have been adopted by the City of Albuquerque and the County of Santa Fe. The City of Albuquerque requires cannabis establishments to have

an odor control plan approved by the City. The County of Santa Fe requires certain cannabis producers and manufacturers to use industry standards to minimize odorous, toxic, or noxious matter.

- What should the process be for conducting stakeholder outreach and community conversations, prior to the adoption of new land use regulations for cannabis?

  The Policy Subcommittee understands that the Governing Body solicited public input on cannabis at the Governing Body meeting held August 2, 2021. Public input is invited at the Planning Commission meeting scheduled for August 5, and notice of this opportunity has been posted on the City's Facebook page. In addition, public hearings are legally required as part of the approval of any legislative language. The Policy Subcommittee recommends that the City continue to issue media releases to alert the public to additional opportunities to provide input at upcoming Planning Commission and Governing Body meetings. Additional public input will also be sought for the regulations for cannabis consumption areas.

  The Policy Subcommittee regrets that there is not more time available for more stakeholder outreach outside of public meetings and recommends that this be improved as part of the Subcommittee's process for all future work.

- Should the definitions in Chapter 14 be amended to include new definitions for various types of cannabis establishments?

  Yes. The definitions should be consistent with State and County definitions, as customized to describe various types of land uses.

APPENDIX:
PROPOSED NEW DEFINITIONS FOR § 14-12.1 (WORKING DRAFT)

CANNABIS CANOPY AREA

~~The measurement in square feet of the boundaries of all area(s) that will contain mature cannabis plants. If plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.~~ The surface area utilized to produce mature plants calculated in square feet and measured using the outside boundaries of any area that includes mature marijuana plants including all of the space within the boundaries. Square footage of canopy space is measured horizontally starting from the outermost point of the furthest mature flowering plant in a designated growing space and continuing around the outside of all mature flowering plants located within the designated growing space.

CANNABIS CONSUMPTION AREA

An area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older.

CANNABIS ESTABLISHMENT

A broad term that includes a cannabis testing laboratory, a cannabis manufacturer, a cannabis producer, a cannabis retailer, a cannabis research laboratory, a vertically integrated cannabis establishment, a

cannabis producer microbusiness, or an integrated cannabis microbusiness.

CANNABIS MANUFACUTURING, LIGHT
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

CANNABIS MANUFACTURING, HEAVY
A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

CANNABIS PRODUCER, EXTRA SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for an extra small cannabis producer may not exceed twenty-five hundred (2,500) square feet at any one time.

CANNABIS PRODUCER, LARGE
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. The cannabis canopy area for a large cannabis producer may exceed twenty-two thousand (22,000) square feet.

CANNABIS PRODUCER, MEDIUM
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a medium cannabis producer may not exceed twenty-two thousand (22,000) square feet at any one time, or one (1) acre, if growing will occur outdoors.

CANNABIS PRODUCER, SMALL
A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the cannabis canopy area for a small cannabis producer may not exceed five thousand (5,000) square feet at any one time.

CANNABIS PRODUCER MICROBUSINESS
A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

CANNABIS PRODUCT
A product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients.

CANNABIS RESEARCH LABORATORY
A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as “cannabis manufacturing, heavy.”

CANNABIS TESTING LABORATORY

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

COMMERCIAL CANNABIS ACTIVITY
Cultivating, producing, possessing, manufacturing, storing, testing, researching, labeling, selling, purchasing for resale, or consigning cannabis products (but excluding personal growing and use, medical cannabis program activities, and cannabis training and education programs).

COMMERCIAL CANNABIS RETAILER
A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

INTEGRATED CANNABIS MICROBUSINESS
A small business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis producer at a single location (and possessing no more than two hundred (200) total mature cannabis plants at any one time), a cannabis manufacturer at a singled location, or a cannabis retailer at a single location selling only products that they have manufactured.

VERTICALLY INTEGRATED CANNABIS ESTABLISHMENT
A business conducted by a person that is authorized to act as all or any combination of the following: a cannabis courier, a cannabis manufacturer, a cannabis producer or a cannabis retailer.

Cannabis Legalization: Local Revenue Options for the City of Santa Fe

Prepared by Drug Policy Alliance

April 2021

We are the Drug Policy Alliance.

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Introduction

The City of Santa Fe's Community Services Division commissioned a report from the Drug Policy Alliance to assess City of Santa Fe key staff and residents' opinions on cannabis legalization and recommendations on how to allocate revenue from local excise taxes given that the State of New Mexico passed a law to tax and regulate cannabis for adult use in 2021. DPA also researched other local jurisdictions' experiences in other states that have legalized including revenue distribution plans and changes in local ordinances. These findings along with a suggested roadmap for next steps are included within.

Methodology

This report provides an analysis of:

- **A poll conducted between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level (Appendix A)**
- **Interviews with fifteen City staff (Appendix B)**
- **Findings from the City of Santa Fe's Municipal Drug Strategy Task Force, including findings from 231 interview with city residents. (Appendix C)**
- **Experiences of other local jurisdictions in states post-legalization**

The purpose of this analysis is to offer City of Santa Fe leadership a summary of findings to inform their policy decisions.

"Our reliance on GRT means we are just waiting for the next catastrophe. We need to diversify our economy and have the opportunity to lift everyone up. Legalization would be a new sector of the economy."
—Senior Staff

Analysis

Summary of interviews with staff and residents

A poll was conducted by Change Research between January 16-19, 2021 with 397 City voters, with a margin of error of plus or minus 5% at a 95% confidence level. The poll's primary purpose was to explore public opinion about the use of cannabis funds. Like in most surveys, the poll began with general questions about the quality of life in Santa Fe and top issues in the City. The poll ended with demographic and media questions, as is typical of most surveys.

Cannabis legalization by the State of New Mexico is welcomed by City of Santa Fe residents and City staff alike. Legalization is exceedingly popular among City residents and across all four City Council Districts. Two-thirds of the city staff interviewed indicated that the City of Santa Fe should support legalization; eighty-four percent (84%) of regular Santa Fe municipal voters support legalization.

Benefits to the City would be numerous, leading with new revenue for the City. Importantly, legalization could diversify the City's economy to reduce its reliance on gross receipts tax and create new economic growth from retail, manufacturing, supply chain, and tourism. For Santa Fe's residents, and particularly its young people, cannabis legalization creates new and exciting opportunities for entrepreneurs and residents in the new cannabis industry, particularly in disproportionately impacted communities, assisted by institutions of higher learning, which can provide new job training programs as Northern New Mexico College has recently announced for its El Rito campus.

City residents and staff have identified common needs for cannabis revenue. Combining the views of residents from the survey and staff interviews, key needs include:

- Economic Development: Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus (27% of Santa Fe voters support)
- Housing: Making housing in the city more affordable and accessible for everyone (25% of Santa Fe voters support)
- Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (41% of Santa Fe voters support)
- General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (24% of Santa Fe voters support)*

** Survey respondents were able to choose more than one category*

Quotes from interviews

"Expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city." – City Staffer

"They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes. – City Staffer

"Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts." – City Staffer

"Could set a policy that says from general fund these dollars go to certain programs, could use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities."

"I think all of those racial equity proposals should be considered. As a person of color, I know that my race and people of color have been singled out....." – City Staffer

"Legalization would provide critical funding for the City. But we have to use the revenue in a way that reflects what the community wants." – City Staffer

Lastly, residents and staff alike appreciated the opportunity that legalization provides to address disproportionate impacts on people of color. From the polling, popular provisions included removing prior convictions for cannabis possession, and allowing those with prior convictions to work in the cannabis industry.

Summary of Santa Fe's Municipal Drug Strategy Task Force Recommendations

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."

The Task Force met for two years and in 2020 presented the findings and recommendations to the City Council and Mayor.

The recommendations, rooted in feedback from 231 interviews of Santa Fe residents and offered in the Task Force's report *The Santa Fe Plan* (Appendix C), align with the opinions of city voters and city leadership staff on both urging the City to support the legalization and directing tax revenue to support community services.

MDS Recommendation: *Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education. Local excise taxes on adult use cannabis should be used for local social services and support.*

Specific MDS funding recommendations include:

- community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.
- short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.
- research-driven, culturally, linguistically, and age-appropriate community education.
- coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.
- safe needle disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.
- community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.
- naloxone distribution in non-traditional settings such as grocery stores, and other highly visible public places.
- medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.
- low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.
- innovative approaches to emergency response by SFPD and SFFD staff.

Sample of City Revenue Distribution Post-legalization

Seventeen states and the District of Columbia have legalized cannabis and local jurisdictions in those states have made decision in regards to cannabis revenue distribution. Below is a sample of cities in five legal states (OR, CA, CO, MA, and NJ).

City of Portland

"In November 2016, Portland voters approved a ballot measure authorizing the City to collect a 3% local cannabis tax. The ballot measure specified three areas for which the tax revenue could be used:

- Drug and alcohol education and treatment programs
- Public safety investments to reduce impacts of drug and alcohol abuse
- Support for neighborhood small businesses, especially women-owned and minority-owned businesses[1]"

The revenue was used as follows, reflecting three fiscal years, beginning in 2017 and ending in 2020:

Bureau of Transportation	$5,363,239
Police Bureau	$5,286,891
Office of Community and Civic Life (Cannabis Social Equity Grant)	$1,740,000
Prosper Portland (Inclusive Entrepreneurship Program)	$1,097,126
Housing (only FY 2019-2020)	$600,000

Municipalities in the State of California

"The organizations *Youth Forward* and *Getting It Right From the Start* co-produced a report on 28 Californian cities that legalized recreational marijuana sales since 2016. [...]

It found that in three years, 23 of the 28 cities increased their police budgets by at least 10 percent, as of the 2019-2020 fiscal year. Eight cities saw an increase of at least 25 percent.

The report highlights the example of Greenfield, a small but fast-growing city in Monterey County. Before legalization, Greenfield spent $2.3 million on its police department of about 16 full-time employees. Its police budget has since grown 56 percent to $3.6 million, and the department has more than doubled its workforce, to about 34 full-time employees. [...]

San Diego prioritizes its cannabis tax money for "proactively cracking down on illegal operators." Its neighbor, Los Angeles, spends millions each year on "investigating and enforcing laws relative to illegal cannabis businesses."

An equity initiative to support Black and Brown cannabis businesses in San Diego has stalled because the mayor "prefers cannabis tax money to go to the police.[2]"

City of Denver

"Since January 2014, Denver has collected approximately $294.5 million in marijuana tax revenue, according to the Denver Department of Excise and Licenses, which monitors marijuana taxes and license fees, as well as how that revenue is eventually spent by the city."

2017

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.4M
Affordable Housing	$1.5M

1 "FY 2020-21 Recreational Cannabis Sales Tax." Jessica Kinard, Director, City Budget Office. https://www.portlandoregon.gov/cbo/article/754882.

2 "Californian Cannabis Tax Revenues Are Used to Boost Police Budgets." Alexander Lekhtman. July 23, 2020. Filter Magazine. https://filtermag.org/californian-cannabis-tax-revenues-are-used-to-boost-police-budgets/.

2018

Education	$3.7M
Enforcement	$2.8M
Regulation	$2.4M
Affordable Housing	$1.9M
Improvement to City and Facilities	$10.0M

2019

Education	$3.6M
Enforcement	$2.6M
Regulation	$2.6M
Affordable Housing*	$11.2M
Improvement to City and Facilities	$9M
Opioid Intervention	$3.1M
General fund	<$15,000

* *"Affordable housing's funding bump from 2018 to 2019 came from a 2 percent special marijuana sales tax the city approved in 2018."*

[...]

"The Denver City Attorney's Office required more marijuana money from law enforcement funding ($1.36 million) in 2019 than the Denver Police Department ($1.1 million), while the Denver Office of Children's Affairs, which is in charge of running after-school and summer programs, gained almost $1.6 million from educational funding.[3]"

Pittsfield, Massachusetts

"Marijuana revenue is divided among various savings accounts and the general fund, with 50% going to city stabilization funds, 25% going to a public works stabilization fund and 25% going to general municipal operations.[4]"

Jersey City

"Jersey City Council members James Solomon and Rolando Lavarro have said they want tax revenue from recreational marijuana sales to be funneled to the public schools, which are facing an estimated $300 million budget shortfall. It's an idea the mayor said he supports, and Saturday he tweeted that revenue from medicinal sales should go to the city's Affordable Housing Trust Fund.[5]"

Rochester, NY

"Mayor Lovely Warren is exploring the idea of using revenue from the legalization of recreational marijuana in New York to bridge the equity gap for people of color. Warren says the best way to accomplish this is through the 'payment of reparations' by creating a **Universal Basic Income program** or through a home ownership program.[6]"

A best practice allocation has not emerged as local revenue allocations differ by jurisdiction and range from strictly allocating to the general fund, substance use and mental health treatment, education and policing. However, in recent years, as cannabis legalization has been intently rooted in social justice and equity and as local communities have struggled with police violence and brutality, there is movement away from funding local policing and more emphasis on funding social equity programs to ensure diversity in the new cannabis industry as well as reinvesting funding back into communities most harmed by prohibition. Ideas emerging from New York State to fund universal basic income for people of color and budgeting through a race and social equity lens as Denver is committed to are good examples and should serve as models for the City of Santa Fe to examine.

3 "Here's How Denver Spends Marijuana Revenue." Thomas Mitchell. July 24, 2020. Westword. https://www.westword.com/marijuana/heres-how-denver-spends-marijuana-tax-revenue-11753802

4 "Two years in, pot biz adding up for municipalities." Meg McIntyre. December 7, 2020. The Daily Hampshire Gazette. https://www.gazettenet.com/municipalities-and-pot-37656819.

5 "With dispensaries in the pipeline, Jersey City eyes 2% tax on medical marijuana sales." Teri West. January 10, 2021. The Jersey Journal. https://www.nj.com/hudson/2021/01/with-dispensaries-in-the-pipeline-jersey-city-eyes-2-tax-on-medical-marijuana-sales.html

6 "Mayor proposes using NY cannabis revenue for reparations." Tanner Jubenville. March 25th, 2021. WHAM. https://13wham.com/news/local/mayor-proposes-using-pot-revenue-for-reparations

MARIJUANA EQUITY AND SOCIAL JUSTICE EQUITY THROUGH MARIJUANA TAX REVENUE

From the 2020 report: "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." (Appendix D)

"All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- *Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to build more than 6,000 units, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.*
- *$9.3 million of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.*
- *The City has dedicated more than $10 million from Denver's special sales tax on recreational marijuana to fund free after-school and summer programs for youth, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.*
- *Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the Carla Madison Recreation Center in 2018. Funding for this recreation center included $3.2 million from marijuana tax proceeds.*

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- *Decrease barriers to entry in the industry by exploring financial, technical, and business support.*
- *Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.*
- *Promote criminal justice restitution through our Turn Over a New Leaf program.[7]"*

7 "The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management." City of Denver. 2020. https://www.denvergov.org/files/assets/public/marijuana-info/documents/oel_marijuanareport_2020_c2.pdf

Lessons Learned About Local Cannabis Revenue Allocation and Management

- **Transparency & Reporting Matters – Local jurisdictions should track where the revenue is going and publicly report use of cannabis tax revenues.**

- **Involve community members, cannabis businesses, and others affected by past city cannabis policies in the overall budget decisions.**

"Four years after the legalization of the adult-use market, City Council continues to vote on the Recreational Cannabis Tax Fund allocations as part of the overall city budget, with insufficient community and stakeholder involvement in program and policy development and decision-making.[8]"

- **Make all cannabis-related policy recommendations through a total equity-building lens.**

- **Consider broad scope of economic benefits.**

- **Consider how cannabis fits into the municipality's overall economic vision.**

- **Be cautious with revenue estimates.**

Summary of Passed Legislation: House Bill 2 & Senate Bill 2

TIMELINE

- Act becomes effective 90-days after the Governor signs the bill
- Home cultivation and possession becomes legal on the effective date of the Act
- Production begins Fall '21
- Retail sales to the general public begins no later than April 1, 2022

WHAT IS THE AGE & LEGAL AMOUNT TO POSSESS?

- A person must be 21 years or older to possess, grow, and cultivate cannabis for recreational use.
- Adults 21 & older may purchase up to 2 ounces of cannabis flower, and up to 16 grams of extracts and 800 milligrams of edibles.
- Allows for the growing not more than six mature cannabis plants per person (maximum of 12 per household) and six immature plants per household for adult use cannabis and cannabis products at home. Personal production continues to be allowed for medical cannabis patients.

STATE & LOCAL CONTROL

- Establishes a new division called the Cannabis Control Division within the State Department of Regulation & Licensing.
- Local jurisdictions have some control as well. Jurisdictions may:
  - Enact reasonable zoning, land use & business licensing requirements
  - Prohibit supervised consumption areas
- Local jurisdictions may not:
  - Prohibit local licensed sales, manufacturing, or cultivation of cannabis or cannabis items
  - Prohibit consumption of cannabis in a private residence
  - Prohibit the transport & delivery of cannabis items within their jurisdiction
  - Prohibit personal home grow of cannabis

8 https://www.portlandoregon.gov/civic/article/780184

TAX STRUCTURE

- Gross Receipts Tax and local taxes apply to the value of the adult use purchase.
- An additional 12% excise tax is applied to the sale of the product with 33.33% of the net receipts attributable to the cannabis tax from cannabis retailers within the local jurisdiction.
- Medical cannabis is exempt from GRT and excise tax.

REVENUE DISTRIBUTION

- 100% excise tax goes to the General Fund.

ECONOMIC IMPACT

- A New Mexico economist (Kelly O'Donnell) projects that sales of recreational cannabis could be as much as $318 million in the first year alone, creating over 11,000 new jobs. ** O'Donnell, K. (2019)*

LICENSING STRUCTURE

License/Permit	Fees
Cannabis Consumption Areas	Up to $2,500/year
Cannabis Couriers	$1,500/year; $1,000/year for each additional licensed premises
Cannabis Manufacturers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Producer Microbusinesses	$1,000/year
Cannabis Research Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Retailers	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Servers	$35 max. for a 3-year permit
Cannabis Testing Laboratories	$2,500/year; $1,000/year for each additional licensed premises
Cannabis Training and Education Programs	Will be permitted
Integrated Cannabis Microbusinesses	$2,500/year; $500/year for each additional licensed premises
Vertically Integrated Cannabis Establishment	$7,500/year; $1,000/year for each licensed premises; Not to exceed $125,000

** An additional annual fee no greater than $50.00/cannabis plant will be assessed to any licensee cultivating cannabis plants, except for cannabis producer microbusinesses and integrated cannabis microbusinesses*

PROTECTING OUR YOUTH AND PUBLIC SAFETY & HEALTH

- A Public Health Advisory Board is created to monitor cannabis use patterns and emerging data relevant to the health effects associated with legalizing cannabis. Annual reporting from Dept. of Health is required and must include information about youth access to cannabis; road safety and driving while impaired; workplace safety; percentage of emergency room visits and outcomes involving cannabis use; educational needs for youth and adults; consumer and product safety; and the percentage of poison control center calls involving cannabis use.
- Advertising and marketing is prohibited on TV, radio, on public transit except to adult subscribers of subscription-based radio, television, or other broadcast media and adults who have solicited the advertising and marketing.
- Advertising shall not be false, deceptive or misleading including making health benefit claims not supported by the published results of research recognized by the FDA.
- Banning advertising that uses predatory marketing and practices targeting minors.
- Advertising shall not use cartoon characters or be designed to mimic any other product brand or depict consumption by children or other persons who appear to be younger than 21 years of age.
- All items must be labeled & placed in re-sealable, child resistant packaging that shall not be designed to be appealing to children. A logo distinctive in design, color, size and location must be placed on the packaging notifying that the package contains cannabis. Packaging shall also include a warning of possible adverse effects of consumption and the NM poison and drug information center phone number.
- Cannabis retailers or integrated cannabis microbusinesses shall be located at a minimum distance as determined by the local jurisdiction, but which distance shall not be any more than 300 feet or more from a school, church or daycare center that was in existence at the time the retailer or microbusiness was licensed.

- It is UNLAWFUL to: drive while under the influence of cannabis; smoke, vape or ingest cannabis in a public place (unless when permitted in an establishment under the Act); or, possess, smoke, or ingest cannabis or products on school property (exceptions for medical cannabis patients and caregivers).
- Licensees that knowingly sells cannabis products to a person younger than 21 years of age on two separate occasions within a 12-month period shall have their license suspended or revoked and may be fined in an amount up to $10,000.

PROTECTING THE MEDICAL CANNABIS PATIENT & PROGRAM

- Keeps the medical cannabis patient registry at the Department of Health.
- Exempts medical cannabis sales from the gross receipts tax (GRT), making it like other medications. Ensures that medical cannabis will not be subject to the excise tax charged on adult use cannabis.
- Requires all retailers that sell cannabis for adult use to also sell medical cannabis.
- Requires the Division to take reasonable measures to ensure there is enough cannabis supply in the medical program.

PROTECTING THE ENVIRONMENT

- The regulatory agency must work with the Department of Agriculture, the Department of Environment and the State Engineer to establish rules governing pesticide use, environmental impacts, natural resource protections, water quality, water supply, hazardous material, and wastewater discharge.
- Requires licensees to:
    - Submit a plan to utilize energy and water reduction opportunities, including: drip irrigation and water collection; natural lighting and energy efficiency measures; and renewable energy generation.
    - Demonstrate the legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs related to the license.

SUPPORTING NEW MEXICO BUSINESSES AND WORKERS

- Creates a licensed cannabis training and education program and mandatory education for any person who is hired to serve cannabis or cannabis products.
- Allowing for “microbusiness” licenses that will help small family farms and entrepreneurs enter the market with lower capital costs.

REPAIRING THE HARMS OF PROHIBITION

- Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.
- Requires correctional facilities and jails in which persons are currently incarcerated or who have been incarcerated in the past for offenses that are no longer a crime under the CRA, or would have resulted in a lesser offense, to notify the court that those persons’ cases may be reopened to consider dismissal of their sentences or to have their cases expunged.
- Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity
- Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency’s authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust.

- Prohibits a professional licensing board from excluding from licensure an otherwise qualified person solely because the person had been arrested for or convicted of a crime, unless the person has a "disqualifying criminal conviction."
- Allows individuals with prior cannabis convictions to work in the new cannabis industry and to apply and receive a license.
- Authorizes the Executive to enter into intergovernmental agreements with Indian Nations, Tribes, Pueblos regarding the implementation and compliance in connection with legalization.
- Creates two microbusiness licenses that would create an opportunity for small businesses to enter the marketplace and allow the producer micro to start at the same time as existing medical cannabis licensees; requires licensing fees to be scaled on the size of the business
- Requires procedures that promote and encourage full participation in the cannabis industry by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis production and agricultural producers from economically disadvantaged communities;
- Requires procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;
- Requires a certification to identify products for consumers from licensees that are integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;
- Requires the development of a technical assistance/resource guide for rural New Mexico residents who are seeking to establish a cannabis business.
- Requires the Division to collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the applicants, persons, employees or the location where the cannabis products are produced are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.
- Decriminalizes and eliminates all fines and fees for minors who violate the Act.
- Allows for personal grow.
- Creates a standalone cannabis consumption area license type
- Removes license requirement for medical personal grow
- Creates protections for the use of cannabis:
    - Prohibiting police from stopping and searching an individual or vehicle based on the smell of cannabis alone.
    - No denial of public benefits or health care based on cannabis use or a positive cannabis drug test.
    - Prohibiting prior cannabis convictions to bar anyone from licensure or employment of any kind.
    - Child welfare: A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act.
    - A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

PENALTIES

	HB-2
Licensees – Sanctions – Civil Penalty	The division may: suspend or revoke a license; impose intermediate sanctions; impose a directed plan of correction; assess $10,000/per violation of the CRA; or suspend or revoke the license.
Protection of Underage Persons – Providing Products to Minors - Penalties	It is a violation to sell, serve, give, buy, deliver to a person under 21, or assist a person under twenty-one to buy, procure or be served cannabis products. Division shall suspend or revoke the license and may fine the licensee in an amount not to exceed $10,000, or both. A person can be charged with "delinquency of a minor "- 4th degree felony.
Cannabis Industry Mandatory Education—Applications—Permit Required—Education Program Approval Required—Issuance or Denial of a Permit or Approval—Penalties	For sales, service, or dispensing a cannabis product to a person under 21, the division may suspend a permit for 30 days on first offense, for 1 year on second offense, or permanently on third offense.
Limits on Personal Use – Penalties	Smoking in public = Civil penalty of $50
Personal Production –Cannabis	21+ • > 6 plants and up to 12 mature or immature plants = penalty assessment & fine of $50 • >12 mature or immature plants = 4th degree felony 18+ but less than 21: • Up to 6 mature cannabis plants = penalty assessment & fine of $50 • >6 mature or immature plants and up to 12 mature/immature = misdemeanor • >12 mature/immature = 4th degree felony Under 18: • Any amount = attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service
Unlicensed Sales - Penalties	Under 18: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or (2) four hours of community service 18+: misdemeanor • Unlicensed sales from a building, room or other area open to the public: 4th degree felony
Restricted Areas – Penalties	Shall not possess or distribute in schools or daycare except per the Lynn and Erin Compassionate Use Act.
Unlawful Possession	Under 21: • Attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or four hours of community service 21+: • More than 2 and up to 8 ounces of flower or more than 16 grams of extract, and more than 800 mg of edible cannabis = misdemeanor • More than 8 ounces flower= 4th degree felony
Unlicensed Manufacture of Extracts	4th degree felony

Proposed Road Map & Recommendations

There are many decision points, considerations, and updates the City needs to address. Below is a sample table with a few of the significant decision points.

Relevant Policy for City	Decision Points	Timeline	City Department
Local Control	Update relevant City policies (e.g. land use, zoning, fire codes, and related regulations), such as places where cannabis licensees should not be located (e.g. next to an elementary school). These updates should keep in mind equity considerations for Santa Fe residents and neighborhoods 1) adopt reasonable time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses 2) Decide if the City of Santa Fe will allow supervised consumption areas	August 1, 2021 (Production licenses can start no later than Sept. 1, 2021. All other licensed activity will be licensed no later than Jan. 1, 2022)	Land Use Economic Development Community Health and Safety (SFFD) City Council (#2)
Policing	Update City ordinances and police policies. • See penalty table in above section. • Police are now prohibited from stopping and searching an individual or vehicle based on the smell of cannabis alone. • Home grow is allowed; up to 6 mature/6 immature plants. If more than one adult in the household no more than 12 mature/12 immature. • Recommended ordinances needing updating: 1) 20-6 -1: Marijuana and Marijuana Paraphernalia Possession 2) 16-15.2: Possession, delivery or manufacture of drug paraphernalia prohibited; exceptions.	By July 1, 2021 (home grow and possession will be legal July 12, 2021)	Community Health and Safety
Municipal Cannabis Tax	Develop a plan for local expenditures and revenues. Sample revenue plan based on data collected and analyzed for this report: • 40% to Community Services: Substance use disorder treatment and mental health services; youth programming; alternative public safety response models (see recommendations in MDS section above). • 40% to Community Development: Making housing in the city more affordable and accessible for everyone; Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus including providing support/assistance for small business owners/equity applicants to get licensed in the new cannabis industry. • 20% to General Fund: Providing a portion of new revenue to the General Fund to provide flexibility as needs arise.	By January 1, 2022 (sales will start no later than April 1, 2022 – Regulation and Licensing Dept. can move that date up if they are ready).	Finance City Council
Employer/ Employee Protections	Evaluate whether City Employee policies need to be updated. See section 34 of the Act. Inform employees and are informed of workplace rights relating to cannabis use. Recommendation: Consider aligning city employee off-hours cannabis use with the existing off-hours alcohol use policies	July 1, 2021	Human Resources

Cannabis User Protections	Review city ordinances/policies/procedures to ensure: • No denial of public benefits or health care based on cannabis use or a positive cannabis drug test. • Prior cannabis convictions cannot bar anyone from licensure or employment of any kind. • Child welfare: conduct allowed under the new law shall not in itself constitute grounds for intervention, removal or placement into state custody of a child; provision of state prevention, diversion or intervention services to the individual's family pursuant to the Family Services Act; denial of custody or visitation; and, presumption of neglect of child endangerment. • A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing. • Removes misdemeanor convictions involving moral turpitude from the permissible causes for denying, revoking or suspending public employment or a license to engage in a trade, business or profession and removes an agency's authority to deny public employment or a professional license for convictions that do not relate to a particular employment position if the agency determines the convicted person is not sufficiently rehabilitated to warrant the public trust. • Amends the Criminal Offender Employment Act to include in the list of criminal records that may not be used or disseminated in connection with applications for public employment or licenses convictions that have been sealed, dismissed, expunged or pardoned; juvenile adjudications; and convictions for a crime that is not job-related for the position sought and consistent with business necessity		Human Resources
Automatic Expungement and Consideration for Release	Automatically expunges public records, two years after the arrest or conviction, held by a court or state or local jurisdiction relating to offenses involving cannabis that are no longer a crime on the effective date of the Cannabis Regulation Act, or would have resulted in a lesser offense.	On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.	City Prosecutor/ Municipal Court/ City Public Defender

Appendices

Appendix A: Survey Findings

City of Santa Fe residents are firmly satisfied with their quality of life, have clearly defined community needs, and are strong supporters of cannabis legalization with revenues reinvested back into the community. Key findings include:

How satisfied are you with the quality of life in Santa Fe?
74% satisfied
25% unsatisfied

What do you believe should be the top priorities for the Santa Fe city government? Please choose two.
55% Recovery of Santa Fe's economy and bring back jobs that we lost due to the coronavirus
47% Making housing in the city more affordable for everyone
34% Managing the distribution of the coronavirus vaccine
32% Reducing crime and keeping our communities safe
25% Managing the city and its budget effectively
20% Expanding access to substance abuse treatment and mental health services
13% Addressing racial discrimination
11% Dealing with issues related to the destruction of the Obelisk

Do you support or oppose a proposal to legalize, tax, and regulate cannabis, also known as marijuana, sales to adults 21 and over, with provisions in place to ensure the tax revenue is reinvested back into communities?
Citywide: 84% support, 14% oppose
District 1: 86% support, 10% oppose
District 2: 90% support, 9% oppose
District 3: 69% support, 24% oppose
District 4: 81% support, 18% oppose

If cannabis is legalized, what should be the priority for where the revenue generated from it goes? Please choose two.
41% Community services
38% Substance abuse treatment
28% Behavioral health
27% Economic development
25% Housing
24% General Fund

Appendix B: City Staff Interview Findings - Summary

The City would receive numerous benefits from cannabis legalization, including:
- Revenue (15 of 15 respondents)
- Economic diversity (4 of 15 respondents)
- Economic growth from retail, manufacturing, supply chain, and tourism (5 of 15 respondents)
- Entrepreneurial and job opportunities (3 of 15 respondents)
- Job training opportunities for institutions of higher learning in Santa Fe (4 of 15 respondents)

An important opportunity is removing prior convictions for cannabis possession for thousands of Santa Fe residents, and allowing those with prior convictions to work in the cannabis industry (13 of 14 respondents).

New revenue from cannabis legalization is sorely needed. There are numerous programs that could benefit, including:
- Substance use disorder treatment and other behavioral health services (6 respondents)
- Affordable housing (7 respondents)
- Youth and senior programs (2 respondents)
- Creative public safety solutions, such as increased case management and harm reduction services (4 respondents)
- Providing a portion of new revenue to the General Fund to provide flexibility as needs arise (9 respondents)

If cannabis is legalized, the City would need advance time to plan for implementation, including the following considerations:
- Develop a plan for expenditures and revenues
- Have a structure in place for tax collection
- An update to relevant City policies, such as places where dispensaries should not be located (e.g. next to an elementary school)
- Updating land use, zoning, fire codes, and related regulations and laws

Appendix B: DPA / City of Santa Fe Interviews

Wearing your hat as just a resident, what are the 1-2 best things about Santa Fe right now?
- People. Array of people and concentration of interesting people. Committed people, who care about things. Peaceful place.
- Access to outdoors. Typically I would say has advantages of a big city in a small town. In this climate, combination of being a capital city with arts and culture.
- Outdoors is still open and free;
- Community collaboration, people who are willing to work with each other at different organizations; creativity,

located in an interesting geographic nexus
- Culture and diversity.
- The diversity, in the broadest sense. Is a very worldly city. Lots of perspectives.
- Culture. Art. Very international city. People talk to each other.
- I'm even more appreciative of the quality of life, outdoors, and weather. On a professional level, we've opened doors we never would have opened before. Even though we're a bureaucracy, we have shown that we can be responsive.
- Access to walking and hiking trails, having small community feeling
- All in this together. Community feel.
- Resilience and cohesiveness in the face of COVID. Our residents' behavior displays respect for science. Community comes together. Mask ordinance. Raising money for folks in need.
- Natural assets. Proximity to the mountains. Clear skies. Landscapes. Scale of the city. Cultural amenities, amenities in general for town of this size.
- Recreation and afterschool programs are some of the most affordable, reputation for how good those programs are—pre-covid. Libraries and senior centers, community serving programs.
- The city seems to be focusing on trying to address those in the greatest need, w/r/t COVID and services. It's a beautiful place. Not a ton of people.

Again, speaking as just a citizen, what are the 1-2 biggest challenges facing Santa Fe right now?
- Inequity. Very wealthy people, and very poor people. Not a lot of communication between the two, not a lot of understanding by people with wealth of other communities. Distribution of resources, and gathering of revenue. Concerned about opiate overdose and suicide, esp for young people.
- Increased living costs. And tourism impact. Businesses benefited from tourism impact they are facing.
- Level of fear that we are having a tough time (economic, health); young people are not seeing a future
- Economy, people are suffering because of it
- Lack of professional health. Lack of behavior health.
- The pandemic and the response to the pandemic. Testing, access to testing, vax rollout. Economic recovery.
- Education is a big issue. Growing chasm between haves and have nots. Demarcation. People with second homes, elite community, problems associated with that.
- Basic needs aren't being met, will only accelerate. Food, support services, housing, even people who are fully employed. There is an inequity, lots of people who don't have access to outdoor resources. Too small of a place to have that be one of our problems. We should all have access.
- Tourism industry, lack of housing
- How to support tourism industry, all of the ways we infuse our economy
- Economic challenges.
- Complexity of life—speed and rate of change, how dynamic things are, ability to keep pace with tech. Deep divisions, reconciling seemingly irreconcilable worldviews. Balancing growth with available water. Social issues, mental health, homeless issues, poverty and systems that interface with those problems.
- Housing. Homelessness. Substance abuse—opiate epidemic. A lack of treatment options and behavioral health options. I was raising my teenage niece and finding low cost behavioral health options was really difficult.
- Addressing vaccination. A lot of things because of COVID that have been neglected—roads, parks, facilities. How are we going to get things going again? Economic situation is a problem. Huge increase in cost of housing. Help Santa Fe keep its identity.

What should the City's position be on legalization of cannabis? What benefits does the City receive if the state were to legalize?
- City should be in favor. Revenue, and boost to local businesses who might engage. Decriminalization, fully, and ultimately less harmful than alcohol. Destigmatization.
- Should be supportive. Would hope that we are going to get some revenue, and that those could be put to good use. Being excluded from statewide would be a detriment because of tourism. Being against would be

inconsistent with residents' political views. Area that we've carved out that's over regulated compared to risks.

- City leadership welcomes the legislation and opportunity, looking for any ideas for innovation, and have seen this all blossom around us, instead of being 40th, we can be 20th. If it passes, let's jump on it!
- Benefits — funding, if we're able to tax, we'll be able to build out city; we have to be very community focused in terms of policies. Are we going to have investors from CO? Not locals? Benefits — schools, infrastructure. Has to be done in a way that we understand what the community feels, to make sure that we do it in a way that reflects.
- Kind of on the fence. I think it should be legalized, could generate revenue. Revenue would benefit community, to create professional services. Participated in training, used CO as model, for every dollar earned, $7 in expenditures.
- If the policymakers decide to legalize cannabis, from financial perspective, there would be an increase in expenditures in associated regulatory, oversight and monitoring, to impacts of having new industry. Could be everything from education to general public, to school aged children, dealing with health impacts that arise from legalization. Would need additional revenue source to utilize to put toward funding expenditures. Timeline—need to be able to plan for expenditures and revenues, timing before retail begins. Structure in place for tax collection, will there be new technology, city policies that need to be updated, from initiation all the way through the impacts on the community and users and anyone else impacted, updating land use, fire codes if indoors, ultimate taxation and retail piece. Transportation of what is currently a cash industry. How cash is transported safely from retail spot to banks. Benefits - with the creation/expansion of any new industry, the benefit is expanded economic growth, which means an increase in GRT generated by local businesses, will be a supply chain associated as well. Expanded economic base, whether directly or indirectly from supply chain.
- There will be costs associated. Will need enough of revenue source to cover expenditures.
- I don't know if the city should take a position. City is very excited about more GRT, or additional revenue funds. Personally think it's a good idea. Benefits—more funds. There would be spin off benefits—more retail businesses, get manufacturing, tourism.
- I think the city should participate in it. Funding should be used for diversion programs for all substance use disorders.
- Leave determination of position up to the city. Monetary support, ensuring benefits come directly back to the city.
- Benefits— we would focus on the financial benefits, but historically we have had a misuse of resources for law enforcement and people's lives disrupted because of low level infractions and underground economy and all of that could be cleaned up by recognizing that cannabis is not everything it's been accused of. If handled by adults, it's not all that different from alcohol. Social benefits, law enforcement benefits, and there are economic benefits, if we were to legalize, regulate and tax, we would see an entrepreneurial economy, craft cannabis producers and markets, we wouldn't get overwhelmed by national brands, growth of a variety of parts of the economy. People have wine cellars, fancy corkscrews. The longer we wait, the more likely we are to miss out on our own NM industry. I don't think it will be a financial panacea, but SF is struggling with revenue, because we mostly rely on GRT and a small amount of property tax. It would add another leg to the financial stool.
- I think we should be in support of legalization because it brings a new revenue source. Our reliance on GRT means we are just waiting for the next catastrophe. Diversify. Has the opportunity to lift everyone up. Create a new sector of the economy.
- I think that all drugs should be legalized, don't condone drug use, because criminal behavior that results from drug use is criminal but use itself is not criminal. Drugs are self-medication for real significant issues. Drugs are imposed on top of that. City should support legalization. — Exporting local dollars to CO right now, wonder but don't know but would assume that legalizing rec cannabis cuts into the market share of illegal drug trade, so brings some of that revenue above board. Revenue and reduction of criminality. Reducing black market. Diversifying revenue streams. Messaging of — substances regardless of what they are, adults have a choice to use or not to use. Root issues need to be addressed.

- Definitely think it should be legalized. Biggest benefit would be revenue. Funding could benefit community, direct service programming, recreation for youth, would be able to give folks opportunity to get into high quality treatment programs, bring programs into Santa Fe (city or county). First step to reducing stigma around different substances in the community.
- I feel like the city needs to support it, but cautiously, because we don't know who will oversee it. How will it be rolled out? These things are important to know. Like state run liquor stores in Utah. Who gets the taxes? Benefits depend on how it is structured. How does the city gain the most revenue possible from this? Can the city ask for more tax? Will buying in Espanola be cheaper? Economic benefit but not so dictatorial. Revenues but what are they? Need to be able to keep things going.

If the state were to legalize recreational cannabis use, how would you feel about adding policies like removing prior convictions for marijuana possession, allowing people who had a past cannabis conviction to work in the new industry or prohibiting the use of prior marijuana convictions to bar people from employment or benefits?

- Yes, yes, yes—as long as they aren't driving under the influence.
- Fine with all of those.
- I think all of those should be considered. Big issue around cannabis, as a person of color, I know that my race and people of color have been singled out as it relates to three strikes laws, urban centers and cities, and underground business has become legitimized
- we want to foment as much entrepreneurship as possible, lift barrier for people of color in cannabis industry
- I would be in favor of removing convictions, would open opportunities. Where I'm unsure is that we get random drug testing, would that still be restriction? Have terminated people in the past. How would public receive a responder if we were allowing recreational use?
- from professional perspective, don't have
- In support of these. Ensuring that business support programs are equitable. Community colleges should support programs. Biz incubators.
- employment, is okay with, doesn't want people to be barred. Yes to removing prior convictions, angle of employment, difference between misdemeanor and felony,
- I think people have been wrongly convicted of cannabis infractions, I'm not sure about it relates to hiring. Prior convictions should probably be removed.
- Yes, no, yes. Have to regulate somehow. Previous convictions should not prohibit benefits and employment.
- Should reach into the past, even if it was illegal then. Wiping out previous conviction for dealing is different than for possession.
- Yes on all of them.
- Agrees, except on things like distribution.

If Santa Fe were to receive recurring revenue from legalization, should those funds go into the City's general fund or to a specific program? Which one? Why? [If it doesn't come up, ask] What about affordable housing? Substance abuse and treatment programs? Economic development?

- They should be earmarked for certain programs. Significant for housing needs, particularly wet housing, for prevention of loss of housing/case management (who may have behavioral health needs), rental vouchers—could be general for any populations who have been impacted, earmark some for youth programming—resilience building, educational programs, making this a high-quality place for people to be, a lot of investment in youth programming, would love to bolster quality and accessibility of city youth programs. Alternative public safety response, case managers. Should be about building the strengths of the community dealing with poverty and imbalance in health outcomes.
- Would be good to dedicate to specific for some period of time, and then reassessed. Drug treatment programs, social mobility programs. If it went to general fund, we could allocate to housing. Don't want to tie hands.
- Ask community.
- Tough to answer. Could set a policy that says from general fund these dollars go to certain programs, could

use for housing and economic development to nurture entrepreneurs who have never been entrepreneurs before, would benefit our communities.

- I would agree with substance treatment, but should fund public safety. Public safety depends on general fund. Should go to public safety.
- Should go into the general fund, which would allow each council to determine what the city's priorities are, especially as industry grows or contracts
- general fund for flexibility
- It's tempting to use it all in general fund, but probably not best policy. Setting up determination of where funds should go should not happen at the onset, because we need to see where needs are. Would want rules to be as flexible as possible. Tempting to use funds that feel like new money to invest in capital projects, because you want to be able to point to something that is complete. Big mishmash. One of the advantages is that we have such a highly developed and capable networks of non-profits in the area of community development. Fund them to provide programs. When housing non-profits use money, know that it's going to be community benefits.
- Treatment and not just directly into general, but some should go to law enforcement for training and gear and equipment
- To me it makes sense that it should go into general fund and city could allocate as need—that being said, the general fund can swallow things up, but funds allocated mental health, social services, libraries, education. In CO saw skyrocketing social services, homelessness, because people were moving hoping to work in the industry. Could put pressure on resources, should be supported. Libraries!
- I do believe that given what we know about the problem of drug and behavioral health issues, I think there should be some funds set aside for treatment and prevention. Not done by city, but more programs to help people. Options In northern NM are very limited. State or regional, specific and concentrated effort to provide prevention and treatment. Re city: I think we're looking for sources of funding for affordable housing trust fund. Would be very worthwhile revenue stream into trust fund. Was proposal to move GRT to affordable housing, but not new money and not dependable. Much more thoughtful and creative to get new revenue stream that will likely grow over time and not fluctuate. Stream that would be productive. The rest should go into general fund. When you're a one trick pony, all it takes is one event to hurt economy.
- It should be split, part to general and part to housing, bc general fund is so reliant on GRT and so volatile. Things come and go. Planning 1 and 5 years. We were just coming out of 08 recession and 2021 was supposed to be banner year. What does five years from now look like?
- Would like to expand into public safety in case mgt and harm reduction services, reduce system costs. Nexus on mental health and substance use. Public health efforts—systems on the public safety side have been scaled in a way that is clunky, outdated. Though would love for it to be spread out, would prefer to be used to create systems within two departments that have strong labor unions, resistant to change, to be used to explore new models. Alternate models of public safety—defined broadly (not just cops and firemen!).
- Some suggestions: expanding city services, recreation and afterschool programs to be free and readily accessible to every person in the city. Not just city programs—similar to Iceland, whether it's jujitsu or painting, want city to be able to pay for that. Diverse substance abuse programs—could mean anything as radical as models in Seattle and Vancouver—safe injection sites, etc. Not just treatment, not just one size fits all—staff were really focusing on that. Same thing with housing—should be as diverse as people themselves. Economic development—believe it is important to grow our community, to open up opportunities, especially in mixed status (immigration) households. To grow educationally in our communities, undocumented folks to get business licenses.
- Would be good to build up a rainy day fund but not in place of services. Money should go into the general fund. Or a 60/40 thing, splitting it. Everybody is using it, so should be a benefit of it for everyone. Yes to treatment. Because of the aging piece, older adults have a responsibility to take care of themselves, costs less, but funds are more toward higher need programs, not prevention—paradigm shift toward getting people up and moving and doing things.

Are there 1-2 policies related to cannabis legalization you'd want to put in place for Santa Fe if legalization occurs at a state level?

- I don't know. Generally non-punitive policies.
- Zoning, land use. Event permitting?
- Should set up term that can be no more than 30% investment from out of state, or 10 yr moratorium on outside franchises
- People who have resided in Santa Fe who can reap benefits — center on local residents.
- taxation policies, to be able to match add'l expenditure, oversight in addition to regulation, whether state or local governments' ordinances, ultimate policy goal is to keep citizens safe, how we set speeding level is safety for each street and each community, which would be increase in budget as well, need time to be able to set out that framework, from start to finish (production to consumption)
- Have pretty strong regulatory framework, we as a state have problem with DUIs
- Land use code would be easily adaptable to create restrictions around physical location. Concern about home based business, around equity issue. The use of the funds needs to be connected to demonstrated need. Have to start from perspective of, what is the hierarchy of community? Need to be strategic. Universal based income—go directly to community.
- all about treatment all the way around for all narcotics, LEAD primarily just for opiates, could include people addicted meth, alcohol
- Reiterating funding needs to be available to help with mental health, social services, more funding for treatment, and early childhood education.
- Already looking at things that we've identified, number of factors. Zoning and signage issues—we do this now with checking out alcohol licenses, whats the concentration, location, places you don't want dispensaries, signage that needs to be handled in community focused way, Will need to have a national approach, testing for people who are driving while impaired or operating machinery. CO firm experimenting with something like breathalizer. How we would proactive some form of enforcement. Other thing we should be conscious of is that this is legalization of cannabis for ADULTS. Issues we've seen around packaging and marketing and accessibility to younger people. Medical evidence about brain formation. I don't think anyone thinks that's okay.
- Yes. Maybe it's housing piece. Partnership with education. If there is a way to build over the next five years a fund of joint excellence, would be amazing. How do we tie in arts community, need for reconciliation? Creating pipeline for local youth. Regulation at a state level. Tie it in with mental health services and wraparound care.
- Expungement of criminal records. Have heard of other states that try to create job opportunities for people most impacted by war on drugs. If alcohol were illegal and they were making it legal, would hope that they would—strong component should be education on effects of different substances. Something that allows people to make an informed decision. PSAs suggesting moderation, detrimental and positive effects. Particularly targeted at younger population. Healthy lifestyle, promoting health.
- Expunging records for folks, including folks who are terminated at the city for cannabis use.
- Feds aren't going along with it yet, and we have people that are drivers and have to have a CDL and are randomly tested. Some of the other work that we do requires people to be somewhat on their game to be able to do it. Don't want to jeopardize that stuff. Jobs people will be doing that they can't use—how will the city address that? City will have to make their policies know on usage, just like clear policies on drinking. If we are using federal money, feds require certain things, like drug tests.

Anything else you would like to share on this topic?

- A really positive opportunity for local communities in NM who have been under resourced to address equity issues, to address imbalances in funding human services. Have seen public safety, funding going to jails.
- If there is any sort of estimate of revenue, would be interested in learning. What about dispensaries?
- Pueblo casino phenomenon, outside money coming in, actual pueblo didn't get total say; ensuring we have sovereignty over the business. Excited about this legislation! We have a vested interest, it's an untapped industry sector. Think about all of the supply chain, distribution chain, population can age in place, health and wellness. Minimize school to prison pipeline, funding going to supplement support.

- I think that rec use should be legalized.
- Is a very big endeavor, implementation takes an immense amt of resources, community engagement, takes a tremendous amount of effort and time to set everyone up for success, need for fair amount of realization. Opt-in vs opt-out adds to timeline for local governments. Being able to take a look at what other communities have done. Can you overtax an industry? What would be the right amount for that? Will need to take lessons learned to craft best package at state level and bringing decisions to governing body
- The advantage we have is that we are not the first— CA and their hiccups, CO and their hiccups, can look at lessons learned.
- Why wouldn't New Mexico try this? Huge opportunity. Decriminalization is such a better way to deal with drugs, helping people get better.
- Interesting to watch what happened in Pueblo—there was a real divide where non-profits felt very unsupported, some closed down because they couldn't handle the demand, I still don't feel like there was a marked benefit. Look at how other states have done it.
- NM is a state with a lot of very unique characteristics. Only something like Hatch chile, Gruet, Los Poblanos, but for the most part we've underperformed in branding unique products. Lamb, beef, other consumables, beginning to get spirits, Taos branded bars. Given growing climate and history of agriculture, ability to produce products of real quality, could have NM branded cannabis designs or products. Rather than apologizing for it, what if we said, this is an opportunity for people to be entrepreneurs, farmers, growers, you don't need an MBA. People who have been left out.
- I think this is a huge opportunity for the state to expand our revenue sources and create opportunities for the economy. Covid=reliance on gig economy—only avenue right now. If we can create another stream parallel to the gig economy that allows for people to have a stable lifestyle, why wouldn't we? It's going to happen, so why not get in on the ground floor.
- Assuming most things are a given—not to minors, not next to elementary schools.
- Should also be a focus on youth, not just on prevention and intervention, city and state lack youth substance abuse programs. Would be great to use revenue to support those programs. Prevention is so important. That's where my heart is and where the work I do now is. Statewide, would be great for it to go to the municipalities.
- Friends who are medical owners and worried that it will bring big business in.

Interviews Completed

- Paul Babcock, Fire Chief
- Rich Brown, Director, Community & Economic Development
- Liz Camacho, Economic Development and Communications Administrator
- Alexandra Ladd, Director, Office of Affordable Housing
- Jarel LaPan-Hill, City Manager
- Alexis Lotero, Budget Officer
- Mary McCoy, Director, Finance Department
- Erin McSherry, City Attorney
- Andres Mercado, Battalion Chief, Santa Fe Fire Department
- Kyra Ochoa, Acting Director, Community Health & Safety Department
- Andrew Padilla, Chief of Police
- Gino Rinaldi, Director, Senior Services Division
- Julie Sanchez, Director, Youth and Family Services Division
- Maria Sanchez-Tucker, Director, Library Services Division
- Alan Webber, Mayor

Appendix C: The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Drugs

The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs

February 2020

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Executive Summary

"As mayors, we know that a shift away from punitive responses to drugs is possible. Our two cities, like communities large and small across the country, bear the burden of a half-century of disastrous drug policies that have wrought two epidemics: Mass incarceration and skyrocketing overdose deaths. As people elected to serve, we have a moral obligation to do something different, something better."

—Mayors Alan Webber (Santa Fe, NM) and Svante Myrick (Ithaca, NY)

The City of Santa Fe Municipal Drug Strategy Task Force is pleased to present *The Santa Fe Plan: A Municipal Public Health and Safety Approach to Alcohol and Other Drugs.* This report grows out of a recognition that the City of Santa Fe, despite being a national leader in many ways, could do better in its response to alcohol and drug use. Communities of all sizes across the United States are staggering under the weight of half a century of failed federal, state and local alcohol and drug policies (Drug Policy Alliance, 2018).

Despite the decades-long drug war, overdose is now the leading killer of Americans under the age of fifty and rates of alcohol-related health problems and mortality have skyrocketed. However, people in local communities most impacted by problematic drug and alcohol use and deeply flawed public policies are stepping forward to make a difference. First pioneered as a public health measure in Europe in the 1980s and 90s, municipal drug strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment (Drug Policy Alliance, 2018).[1] Santa Fe can be a leader in supporting the health and wellness of its residents by taking action on locally based solutions and interventions in collaboration with its community partners and residents.

In 2017, the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety."[2] The Municipal Drug Strategy Task Force (MDSTF) was officially launched in the summer of 2018 under the leadership of Mayor Webber and has been charged with recommending policies and practices as alternatives to incarceration. The MDSTF has collaborated across different areas of focus (prevention and education, treatment, harm reduction and public safety), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons who identify drug and alcohol use as problematic in their lives. This report highlights the findings and recommendations from the MDSTF's yearlong process of consultations with community members and stakeholders, policymakers, elected officials, experts, and service providers to inform Santa Fe's alcohol and drug policies.

"New Mexico has long had some of the highest rates of alcohol and drug abuse in the country, and the problem is getting worse. Since 2001, the combined rates of alcohol and drug related deaths in New Mexico rose by more than 60 percent. In 2018, 2,081 New Mexicans died due to alcohol or drug addiction, more than any previous year. Counting deaths is the standard way of estimating the scope of the problem, but we know many thousands more people, along with their children, families and communities, struggle with substance use on a daily basis. The problem is multi-generational and driven by complex underlying issues, such as poverty and trauma. In addition to the human toll, the social and economic costs rise every year: healthcare, domestic violence, child abuse, loss of productivity, incarceration and crime."

– NM Legislative Finance Committee, 2019

Overarching Goals for Santa Fe's Municipal Drug Strategy:

1. Reduce the prevalence of problematic substance use and their impact on individuals, families and communities.
2. Prevent alcohol- and drug-related injury and death.
3. Support our community with compassion and care for any individual who is seeking recovery or who desires to live a healthier life while using.
4. Increase access to health-based support in lieu of arrest and incarceration.

What is a Municipal Drug Strategy Model?

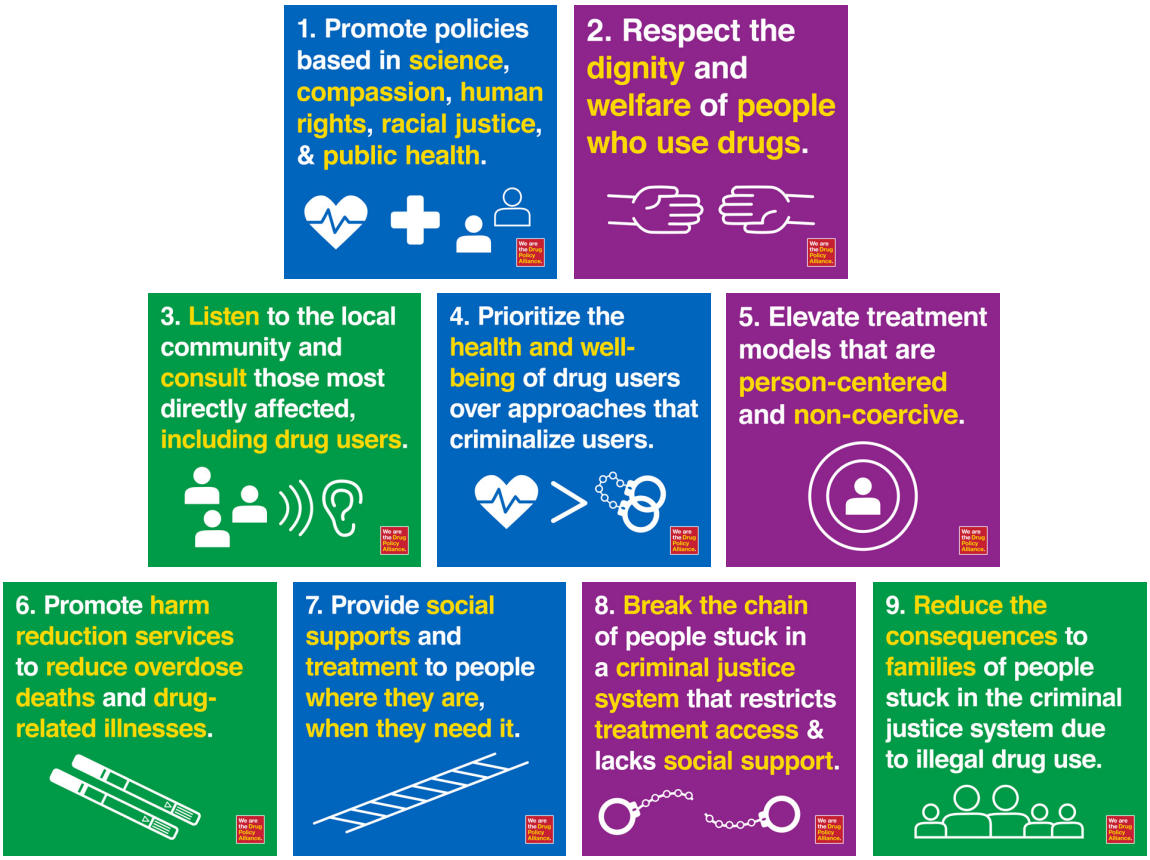
As outlined in the Drug Policy Alliance's white paper "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local," the following are components of a municipal drug strategy model that are central to the Santa Fe Plan.

- Unlike "zero tolerance" and abstinence-based approaches, a Municipal Drug Strategy focuses on significantly reducing drug-related and enforcement related harms to individuals who use drugs and alcohol – whether they struggle with addiction or not – as well as to their families and communities as a whole.
- A shift in philosophy is at the core of a Municipal Drug Strategy. Governments at all levels have traditionally treated people who use drugs as criminals in need of punishment, which often leads to violations of their civil and human rights. A Municipal Drug Strategy challenges communities to focus, instead, on mitigating the harm to public health and safety caused by problematic drug use and address the root causes of problematic drug use.
- Solutions and interventions to pressing societal problems, when designed at the local level, reflect the unique character of a community and its people. When there is buy-in from the community, the impact of such interventions is more effective and felt more immediately.
- Proactive engagement of all stakeholders, especially those most impacted by drug and alcohol policies, ensures that the focus is on achieving the most positive outcomes for the greatest number of people in these communities.

MUNICIPAL DRUG STRATEGY GUIDING PRINCIPLES

The MDSTF employed the following principles and values during its work (Drug Policy Alliance, 2018)[3]:

- Promote policies based in science, compassion, human rights, racial justice and public health.
- Respect the dignity and welfare of people who use drugs and alcohol.
- Listen to the local community and consult those most directly affected, including drug and alcohol users.
- Prioritize the health and well-being of drug users over approaches that criminalize users.
- Elevate treatment models that are person-centered and non-coercive.
- Promote harm reduction services to reduce overdose deaths and drug-related illnesses.
- Provide social supports and treatment to people where they are, when they need it.
- Commit to understanding the social determinants of health in the community and generate policies aimed at positively influencing social and economic conditions.
- Break the chain of people stuck in a criminal justice system that restricts treatment access and lacks social support.
- Reduce the consequences to families of people stuck in the criminal justice system due to illegal drug use.



images depicting Municipal Drug Strategy Guiding Principles (courtesy Drug Policy Alliance)

Santa Fe Municipal Drug Strategy Task Force Process

In the summer of 2018, Mayor Webber convened a group of community experts and leaders, representing the various sectors involved with responding to drug and alcohol use. The MDSTF met monthly for over a year to conduct research and gather data, participate in learning session presentations by issue-experts and coordinate a community engagement process to learn about local challenges, resources and community assets and strengths. The MDSTF formed four working sub-committees to assess community input and propose recommendations to the larger task force membership: Prevention and Education, Harm Reduction, Treatment and Public Safety. Findings from community conversations, interviews and surveys are reported later in this paper, and have been instrumental to the development of the MDSTF recommendations.

The recommendations (starting on page 12) developed by the Municipal Drug Strategy Task Force reflect the hard work and efforts of a large number of persons involved in and familiar with the issues related to the use of alcohol and drugs. In the process of meeting, the Task Force members became acutely aware of the importance of the language employed in discussions that often resulted in the development of recommendations. Task force members recognized terminology was often pejorative, negative and counter-productive when addressing issues of addiction and treatment.

Additionally, references to treatment modalities were often imbued with outmoded and prejudicial terminology that was not reflective of progressive, state-of-the-art treatment strategies. The MDSTF recognized that the use of inappropriate terminology could prevent honest and constructive consideration of recommendations representing realistic and potentially effective strategies. Given this understanding, the task force has sought to introduce concepts that are truly reflective of community values and representative of the need for sensitive and empathetic approaches. We have purposefully sought to eliminate references to persons as “addicts,” “users,” “alcoholics” and terms regarding treatment approaches that contain negative connotations. We believe that this approach will enhance and improve public discussion in a productive and constructive manner.

The Santa Fe MDSTF also adopted the following guiding principles as a foundation for all recommendations:

- Rooted in harm reduction and encompass prevention, treatment/recovery, and emergency response/public safety.
- Prioritize human rights, public health and community well-being over costly approaches focused on criminalization.
- Avoid paternalistic decision-making but instead be developed by listening intentionally to the people of Santa Fe and in consultation with those who will be most directly affected by the proposed changes.
- Reduce the collateral consequences to and break the chain of individuals cycling in and out of the criminal justice system without treatment or the necessary social support to address drug & alcohol use.
- Based on the best available evidence about need and effectiveness.
- Rooted in realistic goals/plans where funding, community resources, deficits and feasibility is considered.
- Consider the extensive body of literature documenting the stigma associated with alcohol and other drug use. For people who use drugs, or are recovering from problematic drug use, stigma can be a barrier to a wide range of opportunities and rights.
- Consider critical intersectional identity (race, ethnicity, gender, sexual orientation, socio economic status, disability, marriage status, religion and all other privileged or oppressed factors of identity).
- Elevate social services that include harm reduction and treatment models that are person-centered, trauma informed and voluntary.
- Recognize that existing service systems often operate in silos, and strategies that work across and integrate these isolated entities are desperately needed

Summary of Findings

I. Drug and Alcohol Impact

Santa Fe faces complex challenges associated with problematic alcohol and drug use. According to the November 2019 New Mexico Legislative Committee Report, "Substance Use Disorder Treatment and Outcomes in New Mexico," critical gaps and impacts include the following:

- "Alcohol-related deaths outnumber drug-related deaths, but overdose deaths have increased at a faster rate in New Mexico. New Mexico has ranked in the top three states for alcohol-related deaths since 1981, and according to the Department of Health, has had the highest alcohol-related death rate of any state since 1997."
- "Treatment and funding for alcohol dependence, the deadliest Substance Abuse Disorder in New Mexico, does not meet the scale of the problem, and though effective medications exist for alcohol, as for opioids, they are chronically underutilized."
- "Evidence-based treatments are largely absent in New Mexico's jails despite high rates of substance abuse in the incarcerated population. Similarly, hospital emergency departments are a potentially key intervention point, but nearly half of hospitals in New Mexico do not even stock the drugs used for medication assisted treatment in their pharmacies, and the state has an overall shortage of providers who are able and willing to prescribe these drugs."

Alcohol and drug use significantly overlap with mental health issues, suicides, trauma, sexual assaults and domestic violence. While not included in the scope of this report, it is important to further explore data around the intersection between alcohol and drug use and these issues.

The charts below highlight the scope of the challenge in Santa Fe.

Estimate of People Living with a SUD in Santa Fe County by Substance, New Mexico, 2018

Total Substance Use Disorder	Opioid Use Disorder	Stimulant Use Disorder*	Alcohol Use Disorder	Benzodiazepine Use Disorder	Cannabis Use Disorder	Unspecified Use Disorder**
17,335 (11% of population)	4,561 (3% of population)	1,713 (1% of population)	7,491 (5% of population)	1,563 (1% of population)	1,349 (1% of population)	658 (<1% of population)

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

*Stimulant Use Disorder included only estimates of methamphetamine use disorder.

**Unspecified Use Disorder includes the estimate of incarcerated persons living with any SUD.

Estimate of the SUD Treatment Gap in Santa Fe County, New Mexico, 2018

People Living with SUD	People Who Received Treatment	People Needing Treatment	% of Persons with SUD Needing Treatment
17,335	8,920	8,415	49%

Source: New Mexico Substance Use Disorder Treatment Gap Analysis, NM Department of Health, January 2020

NM Substance Use Epidemiology Profile – January, 2020

	SF County Rate/100,000	NM Rate/100,000	US Rate/100,000
Alcohol-related Deaths	57.1	65.6	34.7
Alcohol-related Injury Death	27.7	30.9	20.2
Adult Binge Drinking	12.8	14.8	16.5
Youth Binge Drinking	11.5	10.9	13.5
Drug Overdose Death	31.4	25.5	21.7
	Santa Fe County (% using at least once in past 30 days)	**NM**	**US**
Youth Alcohol Use	28.4	26.2	29.8
Youth Current Heroin Use	3.3	2.8	---
Youth Marijuana Use	33.9	27.3	19.8
Youth Methamphetamine Use	3.3	3.2	---
Youth Inhalant Use	6.2	4.8	---
Youth E-Cigarette Use	31.8	24.7	13.2
	Santa Fe County	**NM**	**US**
Adult – Frequent Mental Distress (% reporting in last 30 days)	12.3	13.6	12.7
Youth – Feelings of Sadness or Hopelessness (% 9-12 graders reporting within the past 12 months)	39.8	35.8	31.5

II. Community Conversations

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."

– Drug Policy Alliance, "Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local"

A primary guiding principle of the Municipal Drug Task Force was to listen intentionally to the people of Santa Fe and consult with those who will be most directly affected by the proposed changes. To achieve this principle the Task Force facilitated community conversations and conducted interviews in an effort to better understand the drivers of problematic drug use and its impacts on the Santa Fe community. Input was gathered from a diverse spectrum of the community so that policy recommendations better reflect the needs of all members of the community, especially those who are often not heard. The policy recommendations (page 12) were grounded in the feedback from these conversations.

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using drugs or alcohol or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). Thirteen community conversations were facilitated involving nearly 180 individuals, as well as a dozen one-on-one meetings and forty-two survey responses from law enforcement personnel.

Feedback from community conversations, surveys and individual interviews are captured in the Findings Report in Appendix B of this report. A high-level summary of findings is highlighted below.

Feedback from Individuals Impacted

Community Conversation – Sample of Findings
Perceived information gap in many communities, especially for youth and the Spanish-speaking immigrant and Native communities, **about the risks of problematic alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.**
Lack of educational, extracurricular and recreational activities for children and youth.
Alcohol and drug education and counseling support for youth in schools could be improved.
Economic insecurity, racism and poor working and housing conditions.
Stigma around alcohol and drug use.
Trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use.
Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.
Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings.
There is a **lack of awareness of existing harm reduction practices in the community.**
There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.
There is a perception that the **Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.**
Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, and economic status.

One overarching theme across all groups was that not all alcohol and drug use is problematic, however, the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

Feedback from Stakeholders in the Community

Stakeholder Conversation – Sample of Findings
There is a widely held perception that **alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful.** Prevention efforts must address alcohol use in addition to drug use through outreach and education of adults, families, youth and children.
Intergenerational substance use is a significant issue and there is a need to break the cycle of problematic family alcohol and drug use.
Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe **stigma is a barrier to seeking treatment.**
There is a **lack of adequate medical detox capacity** and options for those who detox in the hospital but then relapse after discharge due to **lack of follow-up treatment.**
Increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance use.
Alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded naloxone distribution and education, overdose prevention sites, street outreach and education. Stakeholders also recommended **expanding the capacity for available needle exchange** programs.
Law enforcement personnel and other stakeholders are concerned about the enforcement capacity to address problematic alcohol and drug issues effectively as a result of **staffing shortages, turnover and the size and complexity of the challenges.**

Stakeholders agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Stakeholders and community members offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue that should be addressed together as a community. In order to move towards this vision, it is essential to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions around local challenges.

One participant from the community conversations shared: *"I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."*

III. What We Heard from the Santa Fe Community: Poll of Santa Fe City Registered Voters, 2018*

- Voters almost universally agree (90% agree, 81% strongly agree) that "current drug policies just don't work. We should shift resources from arrest and imprisonment of low-level drug users toward treatment and rehabilitation."
- Voters want the City to focus on public health and move the city into a different direction when it comes to drugs and drug use.
- A large majority would invest more in treatment/rehabilitation/behavioral health, improve education on drug issues, decriminalize/legalize marijuana or drugs in general, concentrate on heavy drug users, address poverty, bring people together to offer solutions, and create more programs for young people.

* Third Eye Strategies Poll, Spring 2018. 404 active registered voters in the city of Santa Fe, New Mexico. Drawn from a list of registered voters, interviews were conducted on the nights of May 22nd through 29th, 2018. The sample has a margin of error of ± 5.5 percent. Both cell phones and landline numbers were called. Each phone number had an equal chance of being called and random selection was made in households with multiple eligible voters.

Recommendations

I. Municipal Drug Strategy Framework

MDSTF recommendations are presented in six categories in the section below. Although these six areas are not mutually exclusive, they represent an attempt to organize and categorize policies and practices addressing various aspects of alcohol and drug use. Two of the categories, Prevention and Education as well as Economic Security and Community Development, focus on upstream measures that MDSTF members and focus group participants stated were essential to prevent or mitigate the effects of problematic substance use as early as possible. We heard from some of the MDSTF members that the Recovery-oriented Treatment and Harm Reduction pillars should be integrated into one pillar, since the aims of both are often quite similar, even as the methodologies may differ. We also heard from MDSTF members and focus group participants that Public Safety and Human and Civil Rights categories should be integrated into one pillar, to reflect the task force's aims to promote restorative drug and alcohol policies that protect human and civil rights.

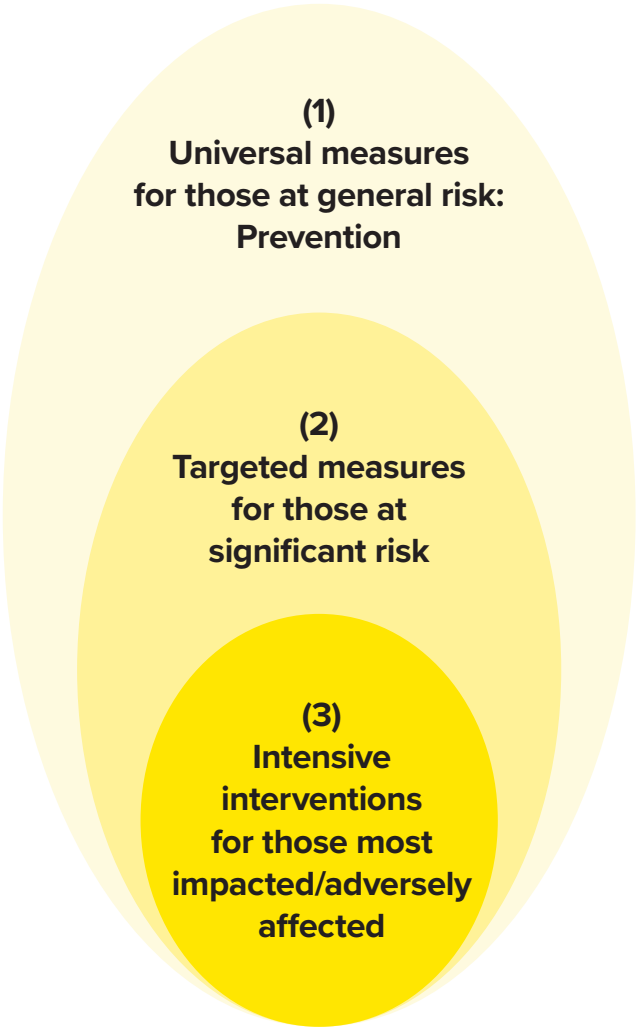
Recommendation Categories:

1. Leadership, Governance and Accountability
2. Economic Security and Community Development
3. Prevention and Education
4. Recovery-oriented Treatment and Harm Reduction
5. Public Safety and Human and Civil Rights
6. Advocacy

The MDSTF identified the following populations and a continuum of universal and targeted interventions in the recommendations outlined in this report.

Priority Populations:

1. Everyone in the general population.
2. Individuals at significant risk include: LGBTQAI, Low socio-economic status/low-wage workers, racial/ethnic minorities, immigrants, non-English speaking persons, individuals experiencing incarceration, foster care and court involved young people, individuals with behavioral health issue, who reside in economically disadvantaged neighborhoods or who experience social inequities and disparities in health.
3. Individuals who are already adversely affected include: high utilizers of emergency room (ER) and jail, law enforcement/EMS involved or pregnant women.



II. Task Force Recommendations

The recommendations presented in this report have been listed in the order of immediate, short-term and long-term. Recommendations labeled "immediate" are actions the task force suggests the City act on within the next few months to a year. Short-term recommendations are actions that should be prioritized over the next two years, and longer-term recommendations may take from one to three years to implement. It is important to recognize that the task force's goal is to develop a comprehensive plan to guide the City's approach to alcohol and drugs. Therefore, many of the recommendations build upon each other and each need to be considered together as part of a comprehensive approach. It is also important to recognize that long-term goals will not be accomplished unless the critical foundational recommendations (many labeled as immediate recommendations) are established over the next year. Recommendations are outlined in the charts with a rationale, city role and description of whether the recommendation is in process or a new initiative.

Color key: timing of implementation

Immediate, < 12 months	
Short-term, 12-24 mos.	
Long-term, 12-36 mos.	

"CITIES CAN PROVIDE SUPPORT FOR VULNERABLE POPULATIONS DIRECTLY, FACILITATE SERVICES FOR THOSE IN NEED, ENCOURAGE DIALOGUE AND COMMUNICATION, BUILD CAPACITY, ADVOCATE TO OTHER ORDERS OF GOVERNMENT, REGULATE ISSUES, AND ACT AS A ROLE MODEL."

– "LEARNING FROM ONTARIO'S MUNICIPAL DRUG STRATEGIES" JOURNAL OF COMMUNITY SAFETY & WELLBEING, 2017

A. Leadership, Governance and Accountability

Members of the MDSTF, many who represent fields across the existing local system of care, identified the limitations of current initiatives that structurally operate in silos. While there are many different organizations and agencies that are working to improve the lives of people in Santa Fe, they are often underfunded and not working in coordination with each other. MDSTF members propose that the City play a key role in working with community partners to align and integrate alcohol and drug policies and services to address critical gaps and better leverage resources in Santa Fe. MDSTF members recommend that the City take a leadership role in collaborating with community partners to coordinate effective strategies around prevention and education, community and economic development, recovery-oriented treatment and harm reduction, and public safety efforts.

Leadership, Governance and Accountability Recommendations	Rationale	City Role	In process or new?
A1) Create a position within city government with a specific focus on alcohol and drug policy, drug user health, treatment and social supports, and harm reduction.	The position would be responsible for conducting research and planning, coordinating across city departments and with department administrators, partnering with other levels of government and leading the implementation of the recommendations of the municipal drug strategy task force among other tasks. Other cities across the nation, including Denver, New York and Houston, have created key offices and positions responsible for implementing behavioral health recommendations from city task forces.	Funding; Leadership	New
A2) Fund community-based housing advocacy services to assist with passing policy addressing accessibility and protections from displacement.	Policies to include: ban the box in rental applications for convictions and medical cannabis patient status, for-cause eviction protections, stronger safety net services for rent-burdened Santa Feans, and increased funding for renters' rights programs and legal aid. A recent Santa Fe County Community Services Gap Analysis showed that a disproportionate amount of individuals and families who are Latino, Spanish speaking, and who live in high poverty areas are paying up to 50% of their income on rent or housing. High costs and other barriers to housing such as discriminatory rental practices (i.e. based on immigration status, LGBT status, national origin, race/ethnicity, disability, etc.), arbitrary evictions, criminal convictions, and poor credit history also lead to increased financial problems, unhealthy and unsafe living conditions, and homelessness.	Funding; Collaboration	New
A3) Create a new funding stream, coordinated with other local funders, dedicated solely to the provision of community-based behavioral health and harm reduction services.	Creation of funding could be through a local tax increase (i.e. tax on second homes), the local cannabis tax, and/or opioid pharma settlements. Although the County is the primary provider and funder of health services for city residents, the City is currently involved in program delivery by facilitating and funding programs and services on a regular basis. Given the need and demand for increased behavioral health services, the City's role should be expanded in collaboration with other local funders. The City has a key role to play in supporting vulnerable populations.	Funding; Collaboration	New
A4) Work with funders to standardize and streamline contractor requirements around employee training and quality standards of care.	Ensure the City of Santa Fe has the same contract requirements as other funders for continuing education for direct service employees. Performance standards and expectations can foster improvements in community health and safety.	Collaboration	New

B. Economic Security and Community Development

"The state's poor performance on most key social determinants of health contributes to the prevalence of substance use disorder and the gravity of its outcomes."

– New Mexico Legislative Finance Committee Report, 2019

Economic security and a healthy workforce are key factors in preventing problematic substance use. Participants in community conversations indicated that low and unstable wages, long working hours, unsafe working conditions, high housing costs, and lack of affordable health and childcare weaken family and community cohesiveness, often lead to risky behaviors, and prevent access to needed services including substance use disorder treatment. Numerous individuals impacted by problematic substance use shared stories during MDSTF interviews about the impact poverty and lack of housing, food, transportation, access to health or behavioral health services or other basic needs has affected their recovery. One participant shared, "having my basic needs met has helped me in my recovery. If you don't have this, how can you advance in life?" Communities affected by high rates of drug and alcohol use need equal access to community and economic development opportunities and services.

A growing body of evidence suggests that communities in economic distress register higher incidences of drug overdose deaths than those that have more economic opportunities. A 2017 Brookings report highlighted that "among high-poverty counties [in the U.S.] – those with poverty rates of 20 percent or higher - Forty-one percent (342 of 829) reported above-average death rates due to drug poisoning in 2015. In contrast, only 13 percent of counties with poverty rates below 10 percent had above average death rates (56 of 438)."

The MDSTF is recommending a holistic approach to support and expand existing efforts and new initiatives to improve youth and family development, economic security, and the public health of communities, especially for those communities that have been historically underserved or where there are health disparities. The MDSTF proposes that investments in economic and community development will positively impact the social determinants of health and health disparities, and lead to lower rates of problematic alcohol and drug use. Investing in under-resourced communities can reduce drug use while addressing a host of other public health problems that are also related to poverty.

"IT'S HARD TO GET HEALTHY WHEN YOU DON'T HAVE ENOUGH FOOD TO EAT."

– SANTA FE FOCUS GROUP PARTICIPANT

Economic Security and Community Development Recommendations	Rationale	City Role	In process or new?
B1) Research and reduce barriers to harm reduction housing by working with community providers to implement housing that provides a safe place for individuals to use substances including alcohol.	Harm reduction housing is an approach that focuses on finding and sustaining housing for people who are experiencing homelessness and are actively using drugs and alcohol. Services offered in a Harm Reduction Housing model are included for many challenges associated with homelessness and drug and alcohol use, such as counseling, financial skills training and treatment. Research of harm reduction based housing projects in Canada, the U.S., and the U.K. found this approach is an effective way to address the needs of homeless individuals who use substances, including alcohol.	Research & Planning; Collaboration; Leadership; Funding; Advocacy	New
B2) Seek funding to expand the Better Way project to specifically work with individuals in early recovery.	The Better Way project is a city subsidized program where a van picks up workers to do work on city owned properties for the day and pays them. Employment is a protective factor that mitigates the risks for problematic substance use.	Funding	In Process
B3) Strengthen the economic security of low-income families in Santa Fe by improving wages and working conditions.	Specifically we recommend: raising minimum wage for workers, including tipped workers; mandating guaranteed sick leave, family paid leave, and fair scheduling in hospitality, retail, restaurant, and other low-wage industries; strengthening local enforcement programs of City employment laws (i.e. minimum wage and discrimination protections) & collaborating with other government agencies to improve enforcement of state/federal employment laws (i.e. wage & hours, overtime, health and safety, and anti-discrimination protections); and, supporting job readiness and workforce development programs for adult workers and youth. Economic security and a healthy workforce are key factors in preventing substance use. Unchecked employment violations often lead to problems with economic and health wellbeing.	Legislation; Advocacy; Collaboration	New
B4) Ensure adequate funding and financing to support short and long-term affordable and subsidized housing programs and support services that prioritize low-income Santa Feans, people experiencing homelessness or who are precariously housed and who are in danger of being homeless, individuals in recovery, treatment and who are currently using, as well as their families.	Specifically, we recommend that the city leverage advocacy efforts and all housing resources including HUD funding, public housing options etc. to promote an increase in capacity for housing opportunities such as: Emergency shelter; affordable and subsidized housing (both rental and first time home-buying); senior housing; permanent supportive housing; sober living/recovery housing; transitional living; and, extended residential treatment. Housing insecurity poses a dire threat to family stability and emotional wellbeing and can lead to problematic substance use among workers, youth, and people experiencing homelessness.	Funding	In Process
B5) Collaborate with community partners to create and fund a community mentorship, job training & employment project with local business owners to employ treatment graduates and THRIVE participants.	Employment is a protective factor that mitigates the risks for problematic substance use. MDSTF recommends looking into opportunities for the City to provide tax cuts or other incentives to business owners for this initiative.	Collaboration; Direct Service; Funding	New

C. Prevention and Education

"Our kids are hurting. They are severely depressed at 11 and 12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, marijuana. They take drugs because they don't want to be awake."

– Santa Fe Community in Schools staff

The MDSTF repeatedly heard from community members, law enforcement and stakeholders that it is essential to support young families, children and youth as early as possible to address the root contributing factors of problematic substance use. In addition to addressing the social determinants of health through community and economic development, effective drug prevention programming should be supported and expanded. Both young people and the adults in their lives need more effective drug education, skills building and prevention programming that facilitate positive youth development. The MDSTF proposes that the City continue to collaborate with the Santa Fe Public School District and community partners to support coordinated and geographically targeted programming for youth that address root contributing factors of drug use such as trauma experienced by youth and their families. It is also essential to support education for families, City staff and stakeholders around culturally and linguistically-appropriate care, as well as trauma-informed and restorative justice practices.

"I HAVE A CONCERN THAT EVEN THOUGH ALCOHOLISM AND ADDICTION ARE DISEASES, COMMUNITY CONVERSATIONS ARE OFTEN SHAME-BASED."

– SANTA FE FOCUS GROUP PARTICIPANT

Prevention and Education Recommendations	Rationale	City Role	In process or new?
C1) Assist in funding the evaluation for the SFPS District's implementation of Safety First, a science-based and compassionate drug education curriculum, for 9th and 10th graders.	In response to a lack of accurate, science-based and compassionate drug education resources, a new set of materials called Safety First have been developed by the Drug Policy Alliance. The Safety First program is designed to foster open and honest conversation among teenagers, educators and parents.[4] Unlike D.A.R.E. and other abstinence-only programs, Safety First is based in the philosophy of harm reduction. When it comes to drug education, a harm reduction approach discourages young people from using alcohol and other drugs. The Santa Fe School District will be piloting the Safety First curriculum in one local high school this coming year.	Funding	In Process
C2) Fund and support research-driven, culturally, linguistically, and age-appropriate community education.	Education should focus on factors leading to problematic substance use; drug identification; risks of drug use, harm reduction; and treatment options for youth, parents, families, medical providers, law enforcement, and the community at large, with a core objective of eliminating stigma against those who use substances problematically.	Funding; Collaboration	New
C3) Partner with stakeholders to identify curriculum/community-based education for parents, families, and the community at large that eliminates substance use stigma and provides up to date information on harm reduction, including education on alcohol.	The detrimental effects of stigma on people with substance use disorders are acute and far-reaching. Stigma exacerbates social alienation and has the potential to impact adversely all domains of life, such as employment, housing, social relationships, mental and physical health, access to treatment and harm reduction services. "Community-based education programs that are aimed at eliminating stigma is attributed to significantly reduced stigmatized attitudes[5].	Collaboration	New
C4) Require all city workers including fire and police employees to engage in continuing education to better understand behavioral health issues.	Behavioral health makes up a large percentage of fire and police calls for service. It also manifests in many interactions City employees have with the public. Trainings such as crisis intervention, trauma-informed care and others covering issues of mental health, substance use, adverse childhood experiences and social determinants of health can better prepare City staff to interact in a positive and productive manner with individuals experiencing behavioral health issues.	Education	New
C5) Fund coordinated and geographically targeted youth engagement and programming with local stakeholders such as school, community organizations, recreational programs, business associations, etc.	Programs should include, but are not limited to: youth mentorship; safe recreational spaces with access to physical and nontraditional educational opportunities; and, economic support for disadvantaged/high risk families for engagement in available services. The engagement of youth in a variety of programming from mentoring to recreational activities is a strategy for preventing harm from substance use. Research shows that such programs can contribute: to reducing crimes committed by minors; increasing positive and reducing negative behaviors; exposing youth to less violence; improving performance; decreasing health care costs; increasing economic contributions of young people when they reach adulthood; and, increasing self-confidence, optimism, and initiative. [6]	Funding; Collaboration	In Process

D. Recovery-oriented Treatment and Harm Reduction

"Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange after witnessing people use dirty needles repeatedly. Continue the distribution of Narcan to prevent overdoses. Again, de-stigmatizing drug use is key to keeping people alive."

– Santa Fe Focus Group Participant

Providers and community members want a treatment system that is client centered and recovery oriented. We heard repeatedly from individuals who use alcohol or drugs problematically that there are gaps in the service system and access to treatment is often limited due in part to the lack of affordable treatment options available to individuals at the time they are ready for treatment. Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. People who use alcohol and drugs noted that the services they need are not always the services that they are offered. People in treatment and/or currently using drugs require better service integration and ancillary services to help address basic needs. Some people who use alcohol or drugs may not need or benefit from treatment and instead would benefit from harm reduction services or other supportive services. "Harm reduction is a set of practical strategies and ideas aimed at reducing negative consequences associated with drug use. Harm reduction incorporates a spectrum of strategies from safer use, to managed use to abstinence to meet drug users "where they're at," addressing conditions of use along with the use itself."[7]

There is also concern that the community lacks transitional living and integrative services and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. Keeping families together can prevent further generational trauma. There is also a perception that there are insufficient drug treatment and ancillary programs available to Spanish speakers and to the immigrant community at large. Additionally, we heard from people who use drugs and alcohol that there are insufficient mental health services to help people get appropriate care and support to deal with trauma and PTSD instead of using alcohol and drugs to cope.

A theme from community consultation findings was that there is a need for various points of access to services, which are responsive to the windows of opportunity where individuals are ready to engage, and especially during times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing). Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way. Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Other recommendations included: opioid agonist therapy (OAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings; numerous individuals reported successful treatment with buprenorphine programs and recommended that these programs be expanded; Individuals impacted and community stakeholders also stressed the need to increase awareness of existing harm reduction practices in the community and to expand harm reduction outreach and education to users, families and the community at large.

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D1) Collaborate with the County, local hospitals, and other stakeholders, to plan and host interagency interdisciplinary peer-informed collaborative case staffing meetings as a model of prevention and treatment service delivery.	There are many Santa Fe residents who have frequent hospital visits and complex medical and social needs that require navigation of a complicated healthcare and social service landscape with providers that do not always effectively communicate with one another. Integrated peer-informed collaborative case staffing models or interpersonal care coordination teams are one way to address disease management and provider communication. [8]	Collaboration	In Process
D2) Ensure city bus routes go to treatment, harm reduction and prevention services and offer bus passes to individuals engaged in treatment to help facilitate access to care.	Transportation is a significant barrier to accessing treatment services in our community. Lack of transportation and the resources to utilize public transportation can lead to rescheduled or missed appointments, delayed care, and delayed or missed medication use. These consequences may lead to poorer health outcomes.[9]	Direct Service; Education	New
D3) Create a Safe Needle Disposal public education campaign that may include printed materials, PSA's and a page on the City's website on what to do with found needles, locations of disposal sites, referrals to syringe service programs, and other resources.	Continue to support the implementation of a public sharps container program in places like parks, local businesses, motels, etc. NM's Southwest CARE Center reports collecting an average of 800 used syringes/needles per month within city limits. Public discarding of used injection equipment poses significant health risks to the community. Risks include, but are not limited to, hepatitis C and other blood borne pathogens found in used needles and syringes. Installation of public sharps disposal boxes is a cost-effective way to prevent infectious diseases and can encourage increased safe disposal for individuals who don't have immediate access to biohazard containers. It is also a good way to address the public's fear to congregate in public areas with an increase in littered sharps.	Education; Funding	New
D4) Fund community-based organization (s) to distribute naloxone in non-traditional settings such as grocery stores, and other highly visible public places.	This should also include overdose response boxes (naloxone and face shields) in parks, city buildings, local businesses, motels, libraries, etc. Last year, there were more than 35,000 two-dose Narcan Nasal Spray (NNS) kits distributed statewide. This resulted in 2,139 reported opioid overdose reversals by laypeople. However, there are still public venues where NNS could be distributed to community members not reached by current statewide efforts. Information from the Centers for Disease Control and Prevention and other academic institutions nationally show that laypeople reverse more opioid overdoses using naloxone than paramedics and law enforcement combined. The City should not rely on state and county funded naloxone distribution programs and begin creatively engaging the public with overdose recognition and response trainings, and corresponding NNS distribution.	Funding	New
D5) Provide funding for jail community re-entry programs and services (an example could be to help fund a city/county re-integration center) specifically designed for formerly incarcerated individuals and their families.	Research suggests that people leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities. The needs most frequently self-identified by program participants prior to their return into the community included transportation, clothing, food, housing, and employment or vocational training.[10]	Funding; Collaboration	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D6) Research Injectable Opioid Treatment and assess the potential as a viable intervention in Santa Fe. If appropriate, implement a supervised injectable opioid treatment pilot project using prescription hydromorphone or diacetylmorphine.	For people who use drugs who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large enforcement cost savings.[11]	Research & planning	New
D7) Community Services Department to encourage grantees to use a peer recovery model and integrate peer support, family support and navigators in the role of reducing barriers and increasing access to care and supporting individuals in early recovery.	The range of benefits for those receiving peer support services include: increased self-esteem and confidence; improved problem solving skills; increased sense of empowerment; improved access to work and education; more friends, better relationships, more confidence in social settings; greater feelings of being accepted and understood (and liked); reduced self-stigmatization; greater hopefulness about their own potential; more positive feelings about the future; and, increased access to treatment and social supports. Benefits of utilizing a peer recovery model also extends to the peer worker and the organization.[12]	Collaboration	In process
D8) Help fund medical detoxification services located within the City and ensure that it is recognized as part of the continuum of care.	"Withdrawal systems vary from substance and while some may be only mildly uncomfortable, some can be life-threatening. Medical detox provides patients with medication and medical treatment in order to prevent and address complications."[13] Detoxification alone is not treatment, but some individuals may need or want to medically detox to move on to other treatment options and services. Medical detoxification services should be an integral part of a continuum of care model.	Funding; Collaboration	New
D9) Ensure and promote that city funding is allocated for highest risk groups such as people who use drugs problematically, HIV/ AIDS patients, pregnant women and immigrants whose immigration status bars them from accessing subsidized health care, i.e. advocate for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	For those at significant risk of problematic substance use, protective factors include, individual and cultural resilience; community cohesion; and access to healthcare, education, and other resources. To be best practice, services and resources should be research driven, trauma informed, and culturally and linguistically relevant and responsive.	Funding	New

Recovery-oriented Treatment and Harm Reduction Recommendations	Rationale	City Role	In process or new?
D10) Collaborate with local partners to ensure a full treatment continuum exists in Santa Fe for substance use disorder treatment to include detoxification, short and long term residential treatment, crisis response, regular and intensive outpatient treatment, psychiatry, and adequate access to care for all substance use disorders and ensure that nobody is turned away for having a particular substance in their system.	There should exist a no wrong door model that ensures individuals receive the comprehensive care they need regardless of where they enter the system. Also consider incorporating the one-door model, the integration of primary care, detox, mental and substance use disorder treatment, etc. "Continuum of care refers to a treatment system in which clients receive treatment at a level appropriate to their needs and then step up to more intense treatment as needed.[14]" An effective continuum of care relies on an integrated, person-centered network of community-based services. The longer a person/ family is engaged in this type of system of care the better the recovery outcomes will be.	Collaboration	In Process
D11) Collaborate and fund community partners in creating low threshold, harm reduction focused, drug and alcohol treatment on demand, including mobile treatment.	This includes supporting: increased availability of buprenorphine by building on the Santa Fe SAMSHA grant for buprenorphine inductions in the home or on the street; efforts to increase capacity of medication assisted treatment prescribers and PCPs in community who are comfortable assessing and treating SUD, and ER-based medication assisted treatment programs. Today in the U.S., people who want and are ready to access treatment are faced with serious barriers, including long waiting lists, high treatment costs, funding cuts, and lack of appropriate treatment services in their community. There is a need for treatment-on-demand policies at a local level that create immediate access to drug treatment for anyone who needs it, without emphasizing punishment. Findings from San Francisco, CA's initiative, "suggest that access to treatment improved with implementation of a treatment-on-demand policy."[15]	Funding; Collaboration	In process

E. Public Safety and Human and Civil Rights

"There is a better approach: help rather than punishment."

– Santa Fe Community Focus Group Participant

The MDSTF heard from community members and stakeholders that there is a desire to change current law enforcement approaches given the growing attention to the human and economic costs of incarceration and racial disparities in arrests and convictions at national and local levels. Our community conversations also revealed that there is an impression that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

Community members expressed interest in approaches to public safety that focus on community development and capacity building, innovative policing and EMS practices, and community engagement and collaboration and move away from incarceration. Community members consulted agreed that alcohol and drug use is a health problem and criminal intervention does little to deter the usage of drugs. Furthermore, research shows that the harms associated with criminalization can outweigh the harms associated with drug use. Encounters focused on criminalization of drug use deepen mistrust between police and community members, and do nothing to break the cycle of repeated incarcerations and the effects this approach has on individuals, their children and families. In particular, immigrants are particularly vulnerable under drug laws since they can face deportation for even minor drug-related violations. Members of the immigrant community in Santa Fe reported that they feel targeted and over-policed because of their race, national origin, language and economic status.

The MDSTF recommends that the City of Santa Fe redirect law enforcement and community resources from criminalization to increasing access to services such as LEAD and other services and develop policies and practices that promote restorative approaches to drug and alcohol use. The MDSTF also recommends that the local Emergency Medical Service (EMS) system (which is administered by the Santa Fe Fire Department) should be positioned to be a key element in a municipal drug strategy. Not only are Santa Fe's EMTs on the front lines of caring for those using drugs but, the Fire Department is the City's only provider of direct healthcare services.

"CURRENT DRUG-RELATED POLICING PRACTICES AND INCARCERATION ARE COSTLY, CREATE ANTAGONISM BETWEEN POLICE AND COMMUNITY MEMBERS, AND MAY BE MAKING SOME COMMUNITIES LESS SAFE."

– BLUEPRINT FOR A PUBLIC HEALTH AND SAFETY APPROACH TO DRUG POLICY, 2013

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E1) Develop public safety strategic plans (SFFD and SFPD) that align with the City's commitment to a health-based approach to public safety encounters involving behavioral health, alcohol and drugs rather than a criminalized approach. Revise the SFFD and SFPD efforts to recruit new employees to align with the City's strategic vision for a public health-based approach to public safety.	The MDS Task Force recommends and realizes that to be effective we need to move away from a siloed approach to services provision and that all city agencies must share the same core values in responding to the global problem of problematic drug and alcohol use. In order to ensure success, the department must take the lead in not only training current employees but also recruiting new employees who can embrace these values. Too often, changes in administration can radically affect programs. Many of the needed changes are multi-year projects that require a strategic approach and a long attention span. A strategic plan can provide a roadmap as well as benchmarking to understand progress made over a multi-year period.	Research & Planning; Leadership	New
E2) Coordinate with the THRIVE/ LEAD Policy Coordinating Committee to expand the program to include additional substances and other behavioral health issues beyond opioids.	Currently, the Santa Fe THRIVE/LEAD program serves only individuals with problematic opioid use. THRIVE stakeholders, including law enforcement and clinical staff have advocated that individuals using other drugs and/or who have serious mental health issues could also benefit from the program.	Collaboration; Funding; Direct Service	In process
E3) Communicate "A New Face of Public Safety: Incorporating Public Health as part of Public Safety" by moving away from SFPD and SFFD public images of high-tech equipment and high-intensity approaches (e.g., SWAT vehicles and ladder trucks); instead place more emphasis on images that reflect the reality of the majority of service calls -and the Departments' strategic visions and commitment to harm reduction and community health.	The community's understanding of the police and fire departments are largely a product of those department's branding campaigns which focus on very low frequency events and don't accurately reflect the day-to-day operations of these departments. This leads to a misunderstanding of community risk, recruitment of individuals who may not be interested in the majority of the work performed by those departments and, to a large degree, perpetuate a brand that is incongruent with reality.	Education; Leadership	New
E4) Introduce a resolution supporting the reduction of penalties, at a state level, for possessing drugs for personal use from a felony to a misdemeanor.	In New Mexico, the simple possession of any amount of drugs other than marijuana, including residue found on drug paraphernalia such as a pipe or a spoon, is a fourth degree felony that can land one in state prison. Twenty states (20) have either never made possession a felony or have reformed their state laws making possession a misdemeanor. In the past five years, states like Oklahoma, Utah, Connecticut, Alaska, Oregon, Colorado and California have all reclassified drug possession to a misdemeanor. [16]	Legislation; Advocacy	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E5) Seek funding for the recruitment and hiring of additional public safety behavioral health staff workers within the Fire Department, and encourage the formalized use of these staff by police officers responding to service calls.	The City of Santa Fe is already part of a growing movement by emergency response agencies to adopt a mobile integrated health care (MIH)/community paramedic model that provides services in the home and nonclinical environments for those who access the 911 system. This model is in the best interest of both patients and community health to prevent illnesses and hospitalizations.[17]	Funding; Direct Service	In Process
E6) Partner with SFPS, private and charter schools, County Teen Court Program, CYFD/Juvenile Probation and Parole, District Attorney, and others to create and implement a city juvenile arrest diversion program for substance use related issues.	Being arrested as an adolescent can impact a person's health and life trajectory profoundly. Once arrested, a juvenile is more likely to be arrested again and less likely to graduate high school. Youthful misbehavior can be a signal of unmet needs or trauma. Diversion is a promising practice to reduce youth involvement with the justice system while offering restorative and rehabilitative opportunities for the adolescent and their family.	Collaboration	New
E7) Incentivize (financially and through public recognition) the proposal of, adoption by, and interest in innovative approaches to emergency response by SFPD and SFFD staff. Showcase the SFPD's and SFFD's innovative and trauma-informed response models.	Line officers have a wealth of experience to help develop innovative and trauma-informed responses.	Leadership; Funding	New
E8) Compile research about effective restorative justice programs and best practices in other cities, evaluation strategies, training opportunities for stakeholders and law enforcement, and potential funding for pilot projects in Santa Fe; develop a report with recommendations for restorative justice pilot projects that would involve local law enforcement, local courts, the schools, and other stakeholders.	Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	Research and Planning; Education; Leadership	New
E9) Compile new and emerging research on public safety/emergency and innovative public safety/ emergency responses implemented in other jurisdictions and provide information gathered to city leadership.	Other communities and municipalities have already begun to implement and research new approaches to meet current challenges to emergency response and the public safety response system, specifically as they relate to the unique behavioral health needs of people dealing with alcohol and substance use issues[18], e.g., Albuquerque, NM[19], Memphis, TN[20], Seattle, WA[21], and Colorado Springs, CO[22]. Rather than reinventing the wheel, we recommend that the City consider whether these approaches might be appropriate for our community.	Research & Planning	New

Public Safety and Human and Civil Rights Recommendations	Rationale	City Role	In process or new?
E10) In coordination with the County's Crisis Center and Mobile Crisis Response team, expand multidisciplinary crisis response services including the development of a 1-year pilot program for a three-person "co-response team" (SFPD employee, SFFD employee, "public safety behavioral health staff worker") for dispatch to all service calls with a behavioral health component.	Law enforcement agencies and EMS systems across the country are integrating crisis response models in to their agencies. This model of collaboration is shown to improve how police, fire/EMS, mental health services, and communities respond to mental health and substance use crises. Research also suggests that such models increase safety in encounters, increase diversions from the criminal justice system, reduce arrests, increase mental health service utilization, and decrease use of high-intensity police units and use of force.[23] This model will also reduce unnecessary fire suppression apparatus use and transports to emergency rooms.	Collaboration; Funding; Direct Service	In Process
E11) Collaborate with the County to ensure City residents' access to best practices/standard of care treatment for opioid dependency (induction and maintenance to include opioid agonist therapy (OAT) including buprenorphine and methadone) at the Santa Fe County Adult Detention Center.	Individuals recently released from correctional settings are up to 130 times more likely to die of an overdose than the general population, particularly in the immediate two weeks after release. Given that approximately one quarter of people incarcerated in local jails and prisons are opioid-dependent, initiating OAT behind bars should be a widespread, standard practice as a part of a comprehensive plan to reduce risk of opioid fatality. In light of the opioid crisis, it is imperative to ensure that evidence-based, effective drug treatment and harm reduction resources are available to all.[24]	Collaboration; Advocacy; Leadership	New

F. Advocacy

"...Lively, diverse, intense cities contain the seeds of their own regeneration, with energy enough to carry over for problems and needs outside themselves."

– Jane Jacobs, *The Death and Life of Great American Cities*

The MDSTF recommends the City of Santa Fe increase efforts to advocate for policies and practices at a state and local level across the areas of prevention, community and economic development, treatment and harm reduction, and public safety as identified by sub-committees. While the recommendations in this report highlight ways a local municipality can impact problematic alcohol and drug use through direct services, collaborations, funding and internal policy change, it is important to understand that the City will have only a limited impact if it does not work in coordination with community stakeholders and other local and state jurisdictions. The recommendations below highlight the role the City can take to advocate for restorative policies with partners including the Santa Fe Public School District, County of Santa Fe, state agencies and state government.

Advocacy Recommendations	Rationale	In process or new?
F1) Advocate at a state level for cannabis legalization as a way to increase the local tax base and direct funds to treatment, harm reduction, prevention and education.	Local excise taxes on adult use cannabis should be used for local social services and support. Although the legalization bill proposed during the 2020 New Mexico legislative session was not passed, there will likely be future similar efforts in future legislative sessions. Such legislative efforts should include provisions which would create a municipal excise tax of up to 4% for cannabis products sold in the jurisdiction. It is estimated that the city of Santa Fe could receive an upwards of $1,000,000 in the first year of enactment of such an act alone.	In Process
F2) Advocate to local and state agencies, including law enforcement, corrections institutions and officers, not to inquire about immigration status or communicate national origin or legal status to federal immigration authorities.	Promoting connected and resilient communities where everyone feels respected, safe, and belongs is key to preventing problematic substance use. Collaboration between local governments, law enforcement, jails and ICE for the express purpose of detecting, apprehending, detaining, and deporting undocumented immigrants prevents people from seeking public safety services, accessing harm reduction and treatment programs, and experiencing a general sense of trust, permanence, and community belonging. While the City and the County have strong non-inquiry and non-cooperation policies relating to federal immigration authorities, CYFD, the State Police, Probation, and Parole do not.	In Process
F3) Advocate at a state level for increase in alcohol excise tax and for greater access to allocation of funding from alcohol tax.	Increased alcohol taxation represents a powerful yet simple, cost-effective, evidence-based policy initiative to save lives, improve health, and reduce crimes such as domestic violence and sexual assault resulting from alcohol misuse. The total cost of excessive alcohol use in New Mexico in 2010 was $2.23 billion.[25] While federal, state, and local excise taxes on alcohol have existed for years, these taxes have not been adjusted for inflation, resulting in alcohol that is the most affordable it has ever been in more than 60 years.[26] Doubling the alcohol tax could mean raising the price of a drink by as little as ten cents per drink, but could reduce alcohol-related mortality by an average of 35%, traffic crash deaths 11%, sexually-transmitted infections 6%, violence 2%, and crime 1.4%.[27]	New

Advocacy Recommendations	Rationale	In process or new?
F4) Advocate to the County to provide 24/7 public transportation to people being released from the Santa Fe County Adult Detention Facility and ensure all those incarcerated are aware of the service.	Alan Cruthirds, incarcerated for two days after being cited for drinking alcohol in public, a misdemeanor, had been released from the Santa Fe County jail just hours before he died. He was struck by multiple cars while crossing the highway at about 7 p.m.....Although jail officials say they offer transportation to those who have been released, former inmates and advocates contend the options to return to Santa Fe are limited – if they know about them at all. But because many inmates are released later in the evening or in the early morning, they often walk.[28]"The distance between the Santa Fe County Adult Correctional Facility and the Interfaith Community Shelter at Pete's Place is 8.5 miles; 3 hours by foot.	New
F5) Advocate at a state level for an appropriation for a hydromorphone pilot at the University of New Mexico	For drug users who have not found success with methadone or buprenorphine, the most dramatic developments in drug substitution therapies have been in the field of Injectable Opioid Treatment. These services, as part of comprehensive treatment strategies, provide substantial benefits to long-term heroin users who have not been responsive to other treatment. Studies have shown that those enrolled in injectable opioid treatment demonstrate a reduction in drug use and an improvement in overall physical and mental health. Additionally, several studies have found that individuals who participated in these programs significantly reduced their involvement in criminal activities, generating large law enforcement cost savings.[29]	In Process
F6) Advocate at a state level to ensure drug-checking kits are no longer considered drug paraphernalia in the state's controlled substance act.	Recently, in Santa Fe, harm reduction providers have noted that there have been increased cases of fentanyl in the drug supply unbeknownst to users. Technology exists to test drugs for dangerous adulterants, but it has so far been mostly unavailable at a public level in the U.S. Making drug checking services available in the context of a community outreach service would save lives and reduce hospitalizations and also allow for real-time tracking of local drug trends. The service can also help to connect people with local treatment and harm reduction services. Drug checking kits are currently illegal under NM state law.	New
F7) Advocate to Santa Fe Public Schools for district policies to limit school suspensions, expulsions, arrests, and all exclusionary school discipline practices. Instead, employ restorative justice practices.	Restorative justice is a community centered approach to crime that protects, restores, and improves public safety; recognizes and supports victims; allows offenders to be accountable and make amends; repairs and builds community relationships and trust; and promotes the reintegration of offenders into society. Research shows that restorative justice (RJ) programs reduce recidivism and crime, decrease incarceration of young people, lower costs in the criminal justice system (which can be used for a range of prevention and treatment programs) and have high participant satisfaction rates among victims, offenders, community members and public safety officials, leading to greater trust and family and community cohesiveness. RJ capitalizes on second chances, restores community bonds, and promotes peer and community connectedness.	New
F8) Advocate to the SFPS District that staff engage in continuing education in the following areas: cultural humility; culturally and linguistically appropriate care; trauma informed practice; violence, trauma, and their prevention; behavioral health and substance use; social determinants of health and local health disparities; and restorative justice theory and practice.	Provision of best practice education on socially relevant topics to teachers, school administrators, and paraprofessionals supports the mission and core beliefs of Santa Fe Public Schools.	New

Advocacy Recommendations	Rationale	In process or new?
F9) Advocate to the Santa Fe Public School District to develop K-12 district-wide policies and plans on the prevention of suicide, interpersonal violence, trauma, substance use disorder, and on the promotion of comprehensive sex education and healthy relationships.	Practices that aim to prevent violence and trauma and that promote health can help to reduce risk for problematic substance use.	New
F10) Advocate at a state level for additional state funding for jail community re-entry programs and services.	"Each year, more than 600,000 people leave prison and re-enter the Nation's communities. Within three years of their release, more than 2/3 of these individuals are rearrested, and ¼ return to prison with a new sentence. Resumption of drug abuse precipitates or contributes to much of this recidivism."[30] People leaving jail are often not prepared for release and, when released, encounter challenges in accessing the programs and services that help them become healthy, productive members of their communities.[31]	New
F11) Advocate at a state level for legislation allowing and funding the implementation of supervised consumption spaces.	Supervised Consumption Services, also known as supervised injection facilities (SIFs), are controlled health care settings where people can consume drugs under clinical supervision and receive health care, counseling, and referrals to health and social services. SIFs have been rigorously studied and found to reduce the spread of infectious disease, prevent overdose deaths, and eliminate improperly discarded injection equipment. Engagement by people who use drugs with staff in these facilities enhances the ability of people to function productively in society, increases access to drug treatment and other services, and saves taxpayer money.[32]	New
F12) Advocate at a state level for the adoption of a state statute that would mandate a regular (i.e. yearly) overdose fatality review team process.	"Overdose fatality reviews allow states to examine and understand the circumstances surrounding fatal drug overdoses. Review teams can uncover the individual and population factors and characteristics of potential overdose victims. Knowing the who, what, when, and how of fatal overdoses provides a better sense of the strategies and coordination needed to prevent future overdoses and results in the better allocation of overdose prevention resources and services.[33]"	New
F13) Advocate at a state level for the concept of automatic expungement of criminal records for possession of controlled substances to assist individuals with their overall recovery potential to include assisting with housing application approvals and employment opportunities.	Expunging prior convictions removes thousands of barriers that allow people to fully reenter their community and society. When someone has a criminal record, they are often ostracized from their community, have a difficult time accessing any services, such as housing, treatment or any public support. Research shows that those who have expunged their record have higher earning wages, lower recidivism, and lower crime rates. New Mexico currently has an expungement law, however the burden is on the individual to petition the court. Most people aren't aware that they can get an expungement, don't apply, or don't have the means to hire a lawyer to advise them or pay the fees.	New
F14) Advocate at a state level for the New Mexico based legislative campaign to provide state subsidized insurance coverage for immigrant families not covered by the Affordable Care Act.	Currently, immigrants have to rely on an assortment of health care options as they are not eligible to buy coverage under the Affordable Care Act. Not having consistent coverage impedes immigrant families' access to crucial and comprehensive health care, including substance use prevention, harm reduction and treatment services.	In Process

Endnotes

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Appendix A: Resolution

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2017-77

INTRODUCED BY:

Mayor Javier M. Gonzales	Councilor Signe I. Lindell
Councilor Renee D. Villarreal	Councilor Joseph M. Maestas
Councilor Peter N. Ives	Councilor Christopher M. Rivera
Councilor Carmichael Dominguez	Councilor Ron Trujillo

A RESOLUTION

ESTABLISHING A MUNICIPAL DRUG STRATEGY TASK FORCE TO DEVELOP NEW APPROACHES TO PROBLEMS RELATED TO BOTH DRUG ADDICTION AND POLICY RESPONSES TO IT BY COLLABORATING, STUDYING, GATHERING INPUT FROM THE SANTA FE COMMUNITY AND ISSUE-EXPERTS, AND PROPOSING RECOMMENDATIONS FOR A COORDINATED DRUG STRATEGY ROOTED IN PUBLIC HEALTH AND SAFETY.

WHEREAS, the City of Santa Fe has been long concerned about the high rates of drug use and dependency and the impact on the people of Santa Fe; and

WHEREAS, in 2016, 45 people in Santa Fe County died of a drug overdose resulting in an overdose death rate of 32.9 deaths per 100,000; and

WHEREAS, overdose death rates now outnumber traffic fatality rates; and

WHEREAS, between July 1, 2016 and May 31, 2017 there were 229 arrests for possessing a controlled substance other than marijuana, 61 arrests for trafficking and/or distributing a controlled substance, and 156 arrests for possessing drug paraphernalia by the Santa Fe Police Department; and

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WHEREAS, the Santa Fe Police Department began carrying and administering Naloxone, commonly known as Narcan, a medication used to block the effects of opioids especially in overdose situations, in 2017; and

WHEREAS, the Santa Fe Fire Department averaged between .43 and .58 EMS trips per day with Naloxone as an intervention between 2012 and 2017; and

WHEREAS, the City of Santa Fe experiences high numbers of documented incidents for property crime related to problematic drug and alcohol use; and

WHEREAS, drug abuse and dependence is a complex issue that requires innovative approaches to harm reduction in drug use; and

WHEREAS, the Governing Body recognizes that the City cannot arrest its way out of problematic drug and alcohol use and addiction and understands that the underlying problems related to some crimes are associated with persons who have problematic drug and alcohol use and addiction and is intent on breaking the cycle of drug use, crime, and incarceration; and

WHEREAS, there is a need to explore and discuss multidisciplinary approaches to treating addictions and problematic drug/alcohol use that lead to criminal activity and a need to increase the availability of prevention and education, social service, treatment, and harm reduction resources; and

WHEREAS, in 2014, the City of Santa Fe established the 2nd Law Enforcement Assisted Diversion (LEAD) program in the country, a pre-booking diversion program and an example of a municipal drug strategy rooted in harm reduction and public safety; and

WHEREAS, early evaluation results of the Santa Fe LEAD program show a reduction in jail and court costs as well as recidivism back into jail for clients who remain engaged in the LEAD; and

WHEREAS, in 2014/2015, the mayor of the City of Ithaca convened a group of community experts and initiated a process to develop new approaches to problems related to both drug addiction and the cities policy responses to it; and

WHEREAS, a report was generated from the process titled, "The Ithaca Plan: A Public Health

and Safety Approach to Drugs and Drug Policy" that presented findings and recommendations in four domains: Prevention, Treatment, Harm Reduction and Law Enforcement; and

WHEREAS, the Ithaca plan could serve as a model for the city of Santa Fe's Municipal Drug Strategy Task Force; and

WHEREAS, the Governing Body desires to invite representatives from local governmental entities, state agencies, law enforcement agencies, the judiciary, social service, harm reduction and medical providers, business community, drug policy experts, immigration and human rights, and representatives of people most impacted by problematic drug use from Santa Fe to participate in a Task Force to join the City of Santa Fe's efforts to explore and recommend solutions to address public safety and public health related to problematic drug and alcohol use and addiction in the domains of prevention, treatment, harm reduction and law enforcement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby creates a Municipal Drug Strategy ("MDS") Task Force.

Section 1. NAME: The task force shall be called the Municipal Drug Strategy Task Force ("MDS Task Force").

Section 2. PURPOSE: The purpose of the MDS Task Force is to collaborate across different areas of focus (prevention, treatment, harm reduction, law enforcement), in order to explore and recommend long-term solutions in a Community Strategic Plan for addressing the issues arising from persons struggling with problematic drug and alcohol use.

Section 3. DUTIES AND RESPONSIBILITIES: The MDS Task Force shall develop a Community Strategic Plan within 6 months that includes any necessary requests for funding and shall:

A. Study the drug related problems in the city of Santa Fe.

B. Explore and discuss multidisciplinary approaches to treating addictions that lead to criminal activity.

C. Form four working groups (Prevention, Treatment, Harm Reduction, and Law Enforcement).

D. Host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the City's drug strategy is guided by community input.

E. Convene a series of focus groups around the city to learn how drug use – and current drug use – affects communities, families and individuals and how current drug policies can be improved. Focus groups should represent a specific constituency, i.e. law enforcement personnel; physicians, nurses and pharmacists; people who use drugs; young people; people of color; undocumented people; parents; business owners; and people in recovery.

F. The MDS Task Force shall consult with Santa Fe Opiate Safe (SOS), a committee of the Santa Fe Prevention Alliance, and other related groups when preparing the formal report to the Governing Body as noted below.

G. In a formal report to the Governing Body, recommend policies and practices in the four domains (Prevention, Treatment, Harm Reduction, Law Enforcement) the city could adopt to improve responses to drug use.

H. Any other related issues that may be identified by the MDS Task Force.

Section 4. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The MDS Task Force membership shall consist of twenty members appointed by the mayor with the approval of the Governing Body. The MDS Task Force will be comprised of representatives from the City of Santa Fe, Santa Fe Police Department, Santa Fe Fire Department, Santa Fe County, Santa Fe County Sheriff's Office, the District Attorney's Office, the Public Defender's Office, local area schools, a local area medical center, the Magistrate Court and the District Court, local social, medical and harm reduction service providers, including youth organizations, drug and alcohol prevention and education experts, drug and alcohol treatment centers, individuals with expertise and research experience in the field of addictions, individuals with expertise

in drug policy, business leaders, individuals with expertise in immigration reform an
civil rights issues, individual and families most impacted by problematic drug and al
other stakeholders that may be determined by the Governing Body or the MDS Task

B. *Officers.* The mayor shall appoint the chairperson. The
appoint a vice chairperson.

D. *Terms.* Members shall serve until they complete their duties and res
forth above.

E. *Compensation.* Members shall serve without compensation

Section 5. VACANCIES: Vacancies on the MDS Task Force shall be
manner as initial appointments.

Section 6. MEETINGS; DURATION: The MDS Task Force shall c
public conversations and, at least once per month thereafter shall conduct public meet
with the Open Meetings Act and adopted city policy and procedures. Unless furthe
Governing Body, MDS Task Force meetings shall conclude no more than 8 month
adoption of this resolution.

Section 7. STAFF LIAISON: Community Services department staff
liaison to the Task Force.

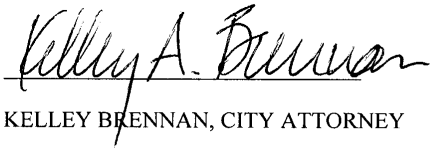
PASSED, APPROVED AND ADOPTED this 25th day of October, 2017.

JAVIER GONZALES, MA

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-77 Municipal Drug Task Force

Appendix B: Community Conversation Findings Report

REPORT
May 10, 2019

Santa Fe's Municipal Drug Task Force – Community Conversations Findings

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Introduction

In 2017 the City of Santa Fe passed a Resolution (Resolution No. 2017-77) "to establish a Municipal Drug Strategy Task Force to develop approaches to problems related to both drug and alcohol addiction and policy responses to it by collaborating, studying, gathering input from the Santa Fe community and issue experts, and proposing recommendations for a coordinated drug strategy rooted in public health and safety." The Task Force was officially launched in summer of 2018 under the leadership of Mayor Webber. The Municipal Drug Strategy Task Force (MDTF) has been meeting monthly since its launch and has been charged with recommending policies and practices as alternatives to incarceration.

First pioneered as a public health measure in Europe in the 1980s and 90s, Municipal Drug Strategies challenge local communities to work from a public health, racial justice and human rights framework instead of defining people who use drugs as criminals in need of coercion and punishment.

Community Input is Essential

"At the state and federal level, problematic drug use often becomes a matter of statistics, trends, spreadsheets and inflammatory rhetoric. Communities, on the other hand, understand first-hand the drivers of problematic drug use and its impact on individuals, families, neighborhoods, first responders, health professionals and resources. The drive to identify and implement effective solutions springs from those who understand the challenges most intimately."[1]

The Municipal Drug Strategy Task Force (MDTF) formed four teams to explore the issues and make recommendations related to Prevention, Treatment, Harm Reduction and First Response. In addition to studying the issues through an examination of local and national research and presentations, the MDTF designed a process to engage community members in community conversations designed to inform the recommendations.

Community Conversation Process

Two hundred thirty-one community members participated in community conversations or interviews over the course of a four-month period from November 2018 through February 2019, including both individuals directly impacted, those whose voices are often not heard (students, parents, individuals who are currently using or are in recovery, homeless individuals, women, immigrants and people of color), as well as community stakeholders (clinicians, nonprofit providers, hospital and Emergency Management Service staff, government and business leaders, and law enforcement). **Thirteen community conversations** were facilitated involving nearly **180 individuals**, as well as a **dozen one-on-one meetings** and **forty-two survey responses** from law enforcement personnel. The intent of community conversations was to gather input from a diverse spectrum of the community to better understand how alcohol and drug use and drug policies affect different communities so that recommendations better reflect the needs of all members of the community, especially those who are often not heard.

[1] Municipal Drug Strategy: Lessons in Taking Drug Policy Reform Local. Drug Policy Alliance. 2018

SUMMARY OF FINDINGS

Feedback from community conversations, surveys and individual interviews are captured in the sections on the following pages. First, feedback from individuals who have been directly or indirectly impacted is presented, including individual users, individuals who are in recovery, students, parents and families, and people of color and those from the LGBTQ community. One overarching theme across all groups was that not all alcohol and drug use is problematic, however the human toll of problematic alcohol and drug use on individuals and families is devastating. Participants shared stories of how widespread the problem is in communities across racial backgrounds and socio-economic status, and how it has resulted in trauma and chaos not only for individuals directly impacted but for their families. One participant shared: *"It is hard to go anywhere without alcohol being around. It was heavily used and abused even in my church communities. My family has suffered a lot of pain from alcohol abuse. It tore our family apart."*

I. Feedback from Individuals Impacted

A. PREVENTION

FINDING 1: There is a perceived information gap in many communities, especially for youth and in the Spanish-speaking immigrant and Native communities, about the risks of alcohol and drug use, prevention, treatment options, harm reduction and diversion programs.

There is a sense that there is less culturally and linguistically competent community and medical education for Latinx immigrant families. Participants consistently expressed that crucial information is simply not getting to them.

FINDING 2: Lack of educational, extracurricular and recreational activities for children and youth is a deep frustration for parents who believe that positive programming can help prevent problematic alcohol and drug use.

The programs that do exist are out of reach due to cost, especially for low-income families with multiple children. Activities for whole families are also scarce and expensive.

FINDING 3: Alcohol and drug education and counseling support for youth in schools could be improved.

Students, parents and individuals in recovery consistently stated that most information individuals receive about alcohol and drugs is from peers, street sources, social media or the internet, which does not include information about what alcohol and drugs do to the body and one's life. Community members highlighted that alcohol and drug use can start younger than society generally imagines and affect several generations within families. They recommended early education and intervention to include information about delaying the onset of use, preventing problem alcohol and drug use, and understanding that recovery is possible and where to get help. Adults who work with youth highlight the need for quality drug education as well as peer and adult mentoring programs, and ways to ensure that the teen health centers are seen by youth as safe places to go for help. Additionally, families advocate for counseling and support services to identify and respond to youth as early as possible to prevent early substance use.

Participants also highlighted the need to engage the medical community to help educate patients about the risks of prescription drugs, over-prescribing and alternatives that are less harmful or addictive.

FINDING 4: Community members believe that economic insecurity, racism and poor working and housing conditions pose a threat to family stability and emotional wellbeing. This can lead to problematic alcohol and drug use among workers and their children, as well as lack of access to treatment options.

Additionally, there is a general lack of awareness about resources available in the community, how to navigate systems of care, and how to get support for key challenges such as housing, health food, transportation and mental health care.

One participant shared: "What helped me was Maslow's Pyramid of Hierarchy. Having my basic needs met has me in recovery. If you don't have this how can you advance in life?"[2]

FINDING 5: Negative images and stereotypes contribute to stigma within the immigrant and non-immigrant communities, and often keep families from talking openly about problematic alcohol and drug use or seeking help.

Stigma continues to be an ongoing challenge that prevents individuals and families from acknowledging problematic alcohol and drug use and reaching out for support. There is a sense that much of the community education around alcoholism and DWI may contribute to stigma. For example, commercials about DWI's often focus on the negative consequences of drinking while driving, and rarely convey the message "If you need help or treatment, call this number."

Additionally, many participants spoke of the prevalent stereotypes regarding their countries of origin (images of cartels, gang violence, and smugglers in English and Spanish media) that lead to real discrimination within the criminal justice system, mass detention and incarceration of immigrants in the U.S. and subsequent deportation and separation of families.

FINDING 6: **There is a perception that the "war on drugs" has failed to improve problematic drug use and should be replaced by a model that promotes recovery through prevention and treatment.**

Participants overwhelmingly agreed that there needs to be alternatives to incarceration and a focus on helping people by connecting them to the support they need at that moment. Some individuals may be ready and motivated to enter a treatment program; others may need assistance with an immediate need such as housing, food, a safe place, medical treatment, etc.

B. TREATMENT

FINDING 1: There is a perception that access to alcohol and drug treatment is severely limited due to lack of affordable treatment options available to individuals at the time they are ready for treatment (also known as "treatment on demand").

Individuals in recovery programs shared stories of long waits and other barriers that prevented them from accessing treatment earlier. There is also concern that the community lacks transitional and integrative services such as halfway houses and programs to support long-term sobriety once the individual has completed a treatment program. Additionally, women in recovery shared that there are limited treatment options for women with young children while the need far exceeds community capacity. There is also a perception that there are insufficient drug treatment programs available to Spanish speakers and to the immigrant community at large.

[22] Maslow's Pyramid of Hierarchy of needs is a motivational theory in psychology comprising a five-tier model of human needs, often depicted as hierarchical levels within a pyramid. Needs lower down in the hierarchy must be satisfied before individuals can attend to needs higher up. Simplypsychology.org.

One participant currently in a 30-day recovery program shared: "Every time I tried to get in to treatment there was a waiting list. It took me fourteen years to get into recovery. While I was waiting for a bed I turned to drugs and alcohol."

Participants shared: "Treatment works for those who participate. But doesn't work for those who are resistant." "I feel that there should be more recovery outlets and more longer term options such as 3 or 6-month programs."

Other participants shared: "Even when there are treatment centers available, there are access issues – money, geography, insurance." "People coming from jail are given priority over people who want treatment." "It's hard to get healthy when you don't have enough food to eat. Treatment programs don't have enough funding."

FINDING 2: There is a perception that trauma, PTSD and mental health issues including depression and anxiety are some of the underlying causes for alcohol and drug use. Additionally, there is a belief that there are insufficient mental health services to help people get appropriate care instead of using alcohol and drugs to cope.

Numerous community members talked about how trauma such as abuse, neglect, family separations or incarcerations impact individuals and families, and are often major underlying factors in substance use. Women in recovery programs also discussed the importance of childcare and supports for young mothers who are seeking treatment and long-term sobriety in order to keep families together and prevent further generational trauma.

One participant shared: "Kids are hurting. There are severely depressed at 11-12 years of age. They listen to dark lyrics. They are taking any drug they can find – Advil, Nyquil, prescription drugs, alcohol, marijuana. They take drugs because they don't want to be awake."

Another participant shared: "Me and my mom had to flee from my abusive father, which caused us to be poor and to survive by shelter hopping. When I was a teenager my dad came back into my life. He was still using meth and was very abusive and mean. My dad was diagnosed with bipolar disorder and he used meth and heroin to deal with his symptoms and trauma triggers."

FINDING 3: Treatment is seen more broadly than inpatient treatment programs. Participants talked about the need for effective work programs, mentoring and job training, education, housing, childcare and an opportunity to participate in society in a positive way.

Participants discussed the importance of providing support with employment, education, housing and childcare to provide stability and safety as a core function of treatment. Additionally, community members talked about the critical importance of addressing these life issues at times of transition (e.g., transitioning from jail to the community or from shelter or temporary housing).

FINDING 4: Medication Assisted Treatment (MAT) capacity needs to be expanded and promoted, and made more generally available in the community and in correctional settings**.** Numerous individuals reported successful treatment with Suboxone programs and recommended that these programs be expanded.

One participant shared: "Treatment programs work for those who do want help. For the people who are working the program it works. For me my Medication Assisted Treatment (MAT) and Intensive Outpatient Program (IOP) have helped."

Another participant shared: "Treatment programs are not working because they are abstinence-based. My son tried rehab at several centers – all abstinence-based and none of them worked. He was kicked out of every one of them due to relapse. He was able to get drugs in rehab, and he made other contacts with drug users at rehab. Addicts have a disease that needs treatment or relapse will happen. Suboxone stopped the relapses and my son only got better through Suboxone and the support of the LEAD program. Family involvement and counseling is crucial to an individual's success as well."

FINDING 5: The community needs to build detox capacity and programs.

Numerous individuals reported the need for expanded detox capacity. Detox or detoxification is the biophysical withdrawal process that occurs when a person abruptly stops using drugs or alcohol following sustained use of those substances. This is a medically fragile period of time, and treatment providers often do not have the capacity to supervise this process. This can limit treatment options for people who desire treatment.

C. HARM REDUCTION

FINDING 1: There is a lack of awareness of existing harm reduction practices in the community.

Though some individuals were aware of needle exchange and Narcan distribution and training, they also believed that additional outreach and education is needed. There is a lack of knowledge about the 911/Good Samaritan law.

FINDING 2: There is a perception that harm reduction services need to be expanded and promoted through outreach and education to users, families and the community at large.

There is broad support for expanded needle exchange programs, and more education and distribution of Narcan. Other ideas promoted by participants include "free drunk rides", safe consumption sites, heroin assisted treatment and increased outreach by professionals that get out in the community to encourage users to make healthy decisions about the "safe use of drugs" and help them get healthy through screenings for diseases.

One participant shared: "Reducing stigma would help people stay alive. My pride hindered my own ability to get support. It took me awhile to participate in the safe needle exchange program after witnessing people use dirty needles repeatedly. Continue the distribution and overdose prevention in our community. Again, de-stigmatizing drug use in out community is key in keeping people alive."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: There is a perception that the Fire Department/Emergency Medical Services personnel are there to help everyone in the community and have been helpful to alcohol and drug users in crisis.

One participant shared: "The Fire Department has really helped me. I hear that in group therapy too. They are helping a lot of people."

FINDING 2: Community members believe that law enforcement personnel are primarily focused on measures such as incarceration and criminal conduct, and are not well situated to deal with drug use or mental health crisis issues.

There is a perception that local law enforcement is short-staffed and stretched thin, and not particularly focused on community policing or rehabilitative responses. Individuals in recovery programs suggested that additional education is needed for law enforcement personnel to increase understanding about addiction as a disease and ways to deal with people suffering from addiction and those with mental health problems. Community members who were aware of the LEAD program shared that the officers in the LEAD program were helpful.

One participant shared: "LEAD works and should be expanded. I have the utmost respect for the people who work with this program. It is the only approach that worked for my son. LEAD uses a harm reduction approach – when they relapse they are not kicked out – they acknowledge that addicts are going to relapse and they work through this with them. An addict is a human being. I stopped referring to my son as an addict. He is a human being with a disease."

Another participant shared: "I think an option for treatment would help. The jails make money and cause bad things. I went to jail for six months for an empty syringe!"

And another participant shared: "Law enforcement has a real issue with racism and judgment. They are hired to serve and protect, yet they choose to judge. A lot of times their jadedness prevents them from being helpful to the community."

FINDING 3: Participants, especially individuals from the immigrant community, feel targeted, criminalized and over-policed because of their race, national origin, language, and economic status.

There is a perception that there is a double standard when it comes to how law enforcement and the law in general treat Latino immigrants, people of color, and poor people.

One participant shared: "I work as a bartender at private parties, and I see high society people, even elected officials, drive away drunk. But in these rich areas of town, there are not police waiting to catch them, only in poorer areas. Being poor is a crime."

One participant shared that police need help understanding the short and long-term impact of drug arrests on whole families. It was pointed out that police show up to arrest people, but they do not offer alternatives. They do not give family members information about treatment or counseling programs.

Another participant shared a traumatic experience she had at home with her children when the SWAT team arrived looking for drugs. When nothing turned up and no arrests were made, the officers were unapologetic, dismissive and rude.

FINDING 4: There is a lack of awareness of alternatives to incarceration such as the Santa Fe County LEAD program.

There is a lack of awareness in the community about the LEAD program and its effectiveness in both decreasing arrest rates and assisting individuals with treatment. When informed about the existence of the program, most participants were in support of expanding the program and educating the community about its effectiveness.

FINDING 5: There is a perception that incarceration worsens problematic drug use, as individuals do not have adequate opportunities for treatment, medication assisted treatment or mental health care while in jail.

Numerous individuals shared stories of harsh conditions they experienced while in jail including inadequate food and harsh living conditions. There are also limited opportunities for treatment or medication-assisted treatment, and inadequate support for helping with the transition back to community.

One family member shared: "At first I thought my son would be safe from drugs when he was arrested and in jail, but it turned out that he had as much access to drugs in jail as he did on the street (heroin that he would get from other inmates). The conditions in the jail were really harsh – limited heat, food and counseling support while in jail – and certainly no treatment."

Another participant shared: "Addicts should never be incarcerated for drug use alone. When my dad was in prison, he was given Lithium and it helped, but he could not stay on Lithium out in the community. He didn't get any social or health services support."

FINDING 6: In general, participants are open to decriminalization of cannabis, both for medical purposes and for recreational use.

One participant shared: "I think we need to legalize cannabis. It's not a drug - it's medicine. As a personal card holder I have maintained recovery from heroin for over ten years."

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II. Feedback from Stakeholders in the Community

A. PREVENTION

FINDING 1: There is a widely held perception that alcohol use is widespread due in part to its being more socially acceptable as a legal substance, yet is extremely harmful. Prevention efforts must address alcohol abuse in addition to drug use through outreach and education of adults, families, youth and children.

Alcohol's harmful effects include alcohol-related health problems and deaths, injuries, DWI's and are also a factor in domestic violence, unplanned pregnancies and suicide deaths. It is estimated that 10 percent of hospital admissions and the majority of EMS calls are alcohol-related. Poly-substance use was also highlighted as a major issue, with use of heroin, meth, and opioids in combination with alcohol as a common occurrence. Clinicians suggest that individuals with behavioral health issues such as depression, anxiety or other stressors or mental health issues often self-medicate with alcohol or other drugs.

One stakeholder shared: "Alcohol is extremely prevalent and underlies everything; it is under reported, glossed over and minimized. It is a complicating factor to liver disease and many health and safety issues."

Another stakeholder added: " We are not seeing marijuana related calls at this point, not as much as we see alcohol related calls such as individuals detoxing on the street due to a lack of a medical detox environment." Another stakeholder added that the current detox facility has limited capacity as a licensed "social detox".

FINDING 2: Intergenerational substance abuse is a significant issue and there is a need to break the cycle of family alcohol and drug use.

EMS and law enforcement providers shared experiences of emergency or overdose calls where children or other families are present and affected. There is a need to address intergenerational drug use. Stakeholders often witnessed examples of heroin use among two generations of family members. There was also concern raised around ensuring women who give birth to babies who are exposed to alcohol and drugs are provided with adequate support to prevent further trauma.

One participant shared: "We are seeing more drug exposed newborns at the hospital when we screen babies at birth. Others expressed concerns about the nature of screening and whether alcohol is adequately screened and addressed."

FINDING 3: Problematic employee alcohol and drug use affects local business as employers report that hiring and retention can be problematic. Employers also believe stigma is a barrier to seeking treatment.

Business leaders reported that stigma prevents the community from with dealing with alcohol and drug abuse effectively. There is a perception that stigma surrounding opiates is not as profound as other drug use.

One participant shared: "I have a concern that even though alcoholism and addiction are diseases, community conversations are often shame-based. There is a need to model a different way of perceiving this issue and dealing with it as a community."

FINDING 4: The City could do a better job of informing the community of services and resources, and should support education and prevention efforts targeted at children, youth and vulnerable adults and families.

There was consistent support for more education including information on the effects of drug and alcohol use for children at an early age. Law enforcement personnel also suggested the importance of having affordable youth and community activities and programs including mentorship resources for youth and families.

One law enforcement personnel shared: "Young people need activities and places to go. There is nothing in Santa Fe for young people." Others shared concerns around lack of employment, school or activities creates a sense of boredom among youth that is then filled with experimentation with substances.

B. TREATMENT

FINDING 1: Stakeholders consistently reported that increased behavioral health services are needed, both mental health services (including early screening) and a range of treatment options for substance abuse. It was proposed that there is not one treatment method that will work for all individuals, but that there needs to be a range of options provided to meet people "where they are."

Stakeholders suggest the need for a definition of treatment that is broad enough to address the spectrum of alcohol and drug use for those who don't want treatment and those who do. Stakeholders reported that there is a broad spectrum of needs and readiness for treatment, with some individuals needing services such as mental health counseling, housing, healthy food, employment or other necessary supportive services instead of formal alcohol or drug treatment. Others individuals need harm reduction services to keep them healthy and alive. And individuals who are motivated or ready for treatment, need a treatment option that works for them. For some, medication assisted treatments are key to recovery. Others may select inpatient or outpatient rehab programs, with additional community support. Stakeholders stressed the importance of providing treatment for co-occurring disorders, and to broaden the focus to serve individuals through a continuum of care.

FINDING 2: There is a need for a community-based, coordinated system of care with programs and services for both mental health and substance abuse that address the social determinates of health.

There is a common perception that making improvements in the coordination of care across the many systems that interact with individuals is key to effective screening, assessment and interventions. Coordination of care was seen as essential to prevent individuals from falling through the cracks in the system. Support services for homeless and vulnerable people around the social determinates of health are also essential to address (housing, transportation, healthy food, etc.). Community members highlighted that the current housing crisis is a major contributing factor to substance use. It was suggested that when people don't have housing or are living in precarious housing, substance use is often a factor of survival. Examples given include those individuals who use uppers to stay awake and alert at night to avoid being victimized, or downers to be able to sleep in a loud disruptive shelter environment.

Stakeholders point out that crisis often occurs during transitions and points to the need to focus on how individuals are served at points of contact/transition at the time of hospitalization, emergency room admission, and incarceration discharge. Shared information between agencies would help providers better coordinate care and support services, and result in better care than when an agency operates in their own silo. It was suggested that there are many evidenced-based models across the country that have been implemented in ways that address HIPPA and other restrictions that could be adopted in the Santa Fe community.

The following are a sample of ideas shared by participants of what could be accomplished through coordination of resources: Better transitions from ER admission to MAT treatment programs or other treatment providers, or provision of Suboxone in ER with referral for follow up (referral, adequate prescription meds to cover time to access treatment, address other barriers to successful treatment access at discharge); continuation of MAT services while incarcerated to prevent relapse; post-rehab support to support long-term sobriety with housing, employment and other supports; coordinated transportation solutions with City transportation including regular bus stops at the front doors of medical and behavioral facility sites (e.g. current stop is significant distance from La Familia's facility front door) or other assistance with transportation; lockers for homeless individuals to store their belongings so they are free to attend appointments; and employment opportunities such as the "Better Way" Life Link employment program.

FINDING 2: There is a lack of adequate medical detox capacity and options for those who detox in the hospital but then relapse after discharge due to lack of follow up treatment.

CHRUISTUS St. Vincent is currently conducting seventy chemical dependency consults monthly during inpatient hospitalizations, which provide the opportunity for the patient to detox during their hospitalization. However, often there are not enough spaces in treatment facilities when they discharge and patients often relapse in the community while waiting for a bed in a treatment facility.

FINDING 3: There is a need to expand capacity of medication-assisted treatment programs and to provide counseling and assistance with Social Determinates of Health along with medical care to treat the whole individual.

C. HARM REDUCTION

FINDING 1: Community members suggested that alternatives to keep people healthy and alive should be a priority. Ideas discussed included expanded Narcan distribution and education, safe injection sites, street outreach and education. Stakeholders also recommended expanding the capacity for available needle exchange programs.

Stakeholders propose that efforts to distribute and train the community about Narcan use have saved lives. However, it is believed that these efforts can be strengthened. It is estimated that 85,000 needles are exchanged per month in Santa Fe, however the need is larger that what is currently being provided. There continues to be many needles improperly disposed of in the community and are regularly found in the streets around the neighborhoods where shelters are location, which is a public health concern for the general community.

FINDING 2: Medical providers and pharmacies should provide better education and provide patients with information and alternatives to medications that can addictive or where dosage could be decreased.

There is a need for discussion between medical providers and pharmacists around the use of narcotics and ways to improve communication around prescription practices between clinicians and pharmacists. There is a perception that many of the large box chain pharmacies have little communication with physicians or patients to flag patients at risk and to encourage conversations with patients on complications possible from medication use and alternatives or dosages that would be less risky. There are some instances where people were not aware of the dangers of a medication but were open to getting information on safer medication practices.

One pharmacist shared: "We had an instance of someone on an elephant dose of Oxy and when approached about reducing Oxy intake, obtained cannabis card and made changes to improve his safety. It is important for pharmacists to have non-judgmental conversations with patients related to safer medication practices."

D. EMERGENCY RESPONSE/PUBLIC SAFETY

FINDING 1: Law enforcement personnel and other stakeholders are concerned about law enforcement capacity to address problematic alcohol and drug issues effectively due to staffing shortages, turnover and the size and complexity of the challenges. Stakeholders and law enforcement personnel propose that law enforcement is not best situated to deal with drug and alcohol use.

Forty-two law enforcement personnel participated in the MDTF survey. Law enforcement is often responding to emergencies such as individuals who are publicly intoxicated or drug overdoses, and are on the front line with EMS personnel in finding solutions to these every day crises. Law enforcement and EMS personnel point out that the community lacks adequate resources and coordination to deal with these types of crisis such as detox programs or crisis centers for mental health resources. Law enforcement personnel share that they are often dealing with the same individual multiple times. There is a perception that existing programs are not working well enough to help stop the cycle of addiction for these individuals.

One participant shared: "Currently law enforcement spends an enormous amount of time dealing with alcohol related ambulance assistance calls."

Others shared that cheap and accessible alcohol are extremely problematic, with local stores selling alcohol to intoxicated individuals.

One participant shared: "We deal with a lot of people that are drinking in alcohol in unlicensed public places. Many homeless people drink in city parks. Many of them get hit by cars as a result."

Another shared: "Alcohol plays a major role in domestic violence, assault and battery."

Some law enforcement officers stated that the current system does not seem to be effective in reducing drug-related crimes and are in interested in effective alternatives. There are mixed opinions among law enforcement personnel about the effectiveness of alternatives to incarceration such as diversion programs, and some shared that they believed that the diversion program, LEAD, needs improvement. There was a perception among law enforcement that some individuals manipulate diversion programs to evade punishment and involvement with the criminal justice system. Other community stakeholders such as clinicians and treatment providers believe that diversion programs should be expanded and improved.

FINDING 2: Need to educate clinicians and the community to look at cannabis objectively in terms of potential benefits and risks. There was a high level of support among clinicians for the decriminalization of cannabis, and an interest in exploring the use of cannabis in treating some conditions that are not treated as well with current legal drugs or medications.

FINDING 3: Expansion of Teen Court, Law Enforcement Assisted Diversion (LEAD) Program and other evidenced-based interventions should be explored to intervene earlier and to provide treatment as alternatives to incarceration.

III. Differing Perceptions Among Community Members

Community members and those most impacted by our city's drug and alcohol policies agree that existing policies have been inadequate and to a degree unresponsive to the needs of the community. Community members and individuals most impacted offered suggestions focused on prevention, treatment, and harm reduction to treat drug and alcohol use as a public health issue (that should be addressed together as a community). In order to move towards this vision, suggestions were made to address the stigma that exists around drug and alcohol use and to engage the broader community in conversations and solutions to address the challenges at a community level.

It is also important to highlight areas where there is a disparity in perceptions. These differences create opportunities to bring together stakeholders with different opinions and philosophy and to identify and promote new and more effective approaches.

One area where disparities in perception exist include the way that law enforcement and community members see the role of law enforcement.

Finding 1: There is a difference between the perceptions of law enforcement personnel and community members about the role of law enforcement in dealing with alcohol and drug use as a public health issue. Individuals, family members and community stakeholders generally promote restorative or rehabilitative responses as approaches to improve the health and wellbeing of individuals. Law enforcement officer's perceptions were mixed; however a significant number of responses from law enforcement promote drug policy approaches based on criminalization and punitive measures. These divergent ideas highlight a tension between punitive and restorative/rehabilitative drug and alcohol policy.

Forty-two law enforcement personnel participated in the MDTF survey. Of those responses, there is a perception among law enforcement personnel that their role is to enforce the law and deal with criminal matters to protect the communities they serve. Their training largely reinforces an orientation to arrest individuals in violation of drug/alcohol city ordinances and state statues. Examples of feedback from law enforcement personnel surveyed include suggestions to stop the supply, increase the number of officers on duty, employ different penalties and additional ordinances, and implement mandatory treatment and harsher punishments for repeat offenders. A few community members also raised the issue of stopping the supply of illegal drugs, however there was little to no discussion around the need for increased penalties or harsher punishments.

Alternatively, community members and individuals most impacted tend to believe that punishing individuals for drug use is counterproductive and can do more harm than good in terms of long-term outcomes. Some community stakeholders advocate for a more creative role for law enforcement including community policing and a collaborative approach of working with community partners to connect individuals to treatment and harm reduction resources that will ultimately help to break the cycle of problematic and intergenerational alcohol and drug use.

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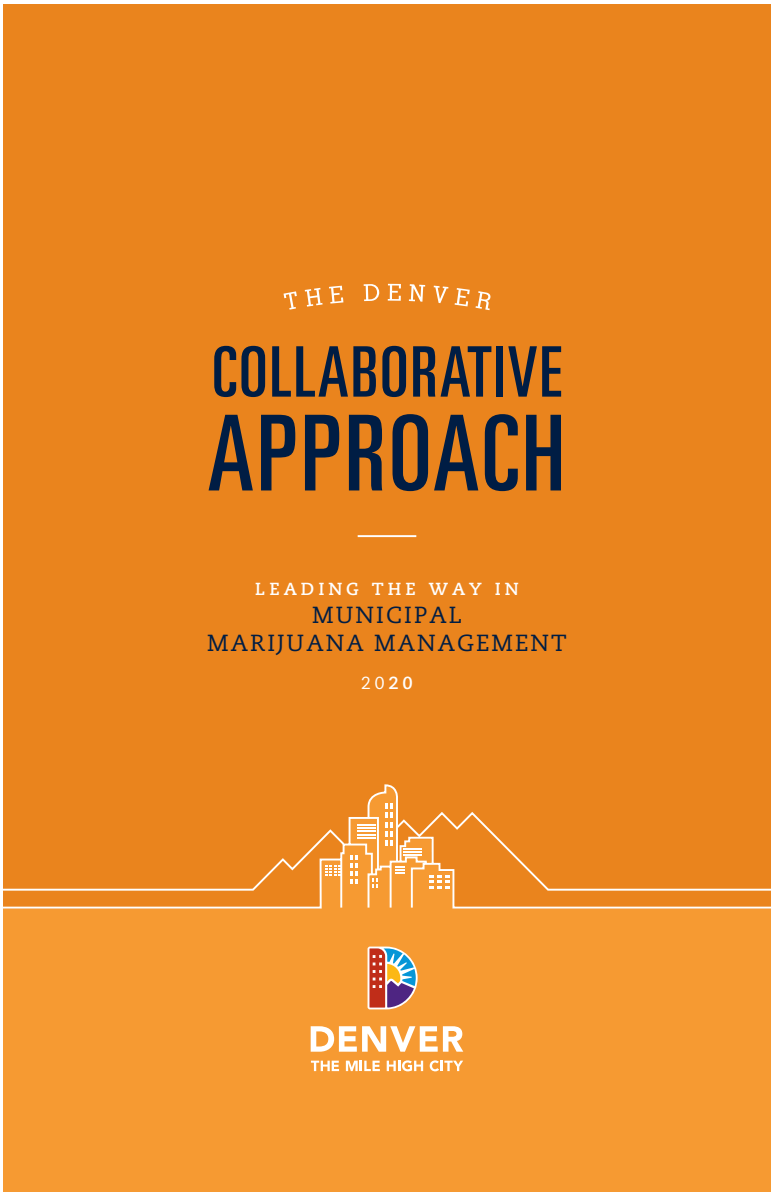
Appendix D: The Denver Collaborative Approach: Leading the Way in Municipal Marijuana Management



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I. INTRODUCTION

MARIJUANA IN THE MILE HIGH CITY

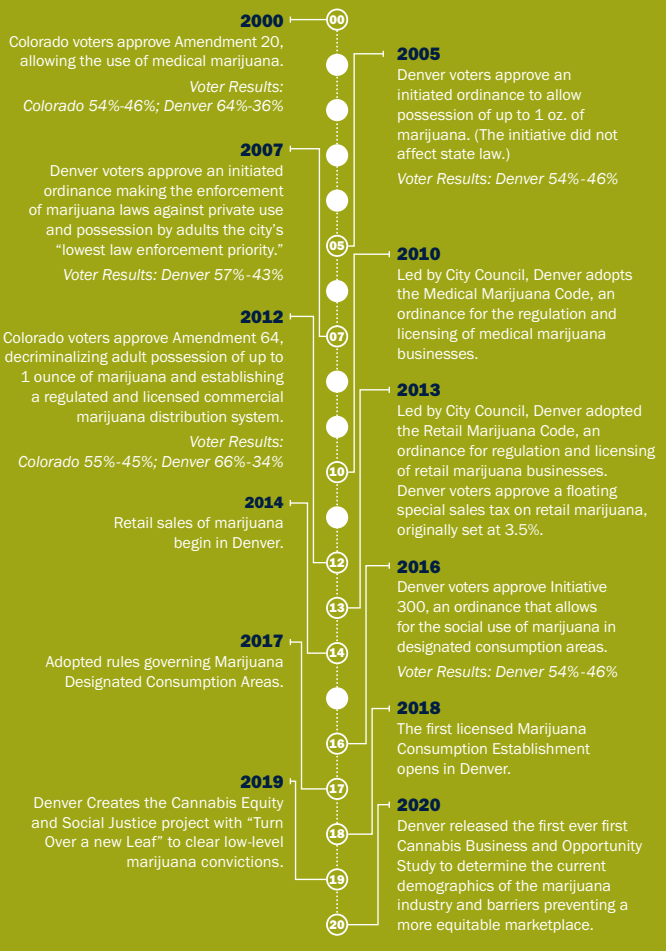
The first retail sales of recreational marijuana in the United States began in Denver on Jan. 1, 2014. Under Mayor Michael B. Hancock, Denver created a collaborative model of marijuana management and emerged as a global leader in marijuana regulation. Denver has embraced a management model that is quick, responsive and nimble because the industry is developing and innovating quickly, and the laws are changing and evolving at an equally rapid pace.

Medical marijuana has been legal in Colorado since 2000, when voters approved Amendment 20. In November 2012, the voters of Colorado approved Amendment 64, which legalized retail marijuana. Since the passage of these amendments, the City and County of Denver has adopted ordinances to regulate, license and tax both medical and retail marijuana.

TIMELINE OF

MARIJUANA SALES & MANAGEMENT

IN COLORADO



2000
Colorado voters approve Amendment 20, allowing the use of medical marijuana.
Voter Results: Colorado 54%-46%; Denver 64%-36%

2005
Denver voters approve an initiated ordinance to allow possession of up to 1 oz. of marijuana. (The initiative did not affect state law.)
Voter Results: Denver 54%-46%

2007
Denver voters approve an initiated ordinance making the enforcement of marijuana laws against private use and possession by adults the city's "lowest law enforcement priority."
Voter Results: Denver 57%-43%

2010
Led by City Council, Denver adopts the Medical Marijuana Code, an ordinance for the regulation and licensing of medical marijuana businesses.

2012
Colorado voters approve Amendment 64, decriminalizing adult possession of up to 1 ounce of marijuana and establishing a regulated and licensed commercial marijuana distribution system.
Voter Results: Colorado 55%-45%; Denver 66%-34%

2013
Led by City Council, Denver adopted the Retail Marijuana Code, an ordinance for regulation and licensing of retail marijuana businesses. Denver voters approve a floating special sales tax on retail marijuana, originally set at 3.5%.

2014
Retail sales of marijuana begin in Denver.

2016
Denver voters approve Initiative 300, an ordinance that allows for the social use of marijuana in designated consumption areas.
Voter Results: Denver 54%-46%

2017
Adopted rules governing Marijuana Designated Consumption Areas.

2018
The first licensed Marijuana Consumption Establishment opens in Denver.

2019
Denver Creates the Cannabis Equity and Social Justice project with "Turn Over a new Leaf" to clear low-level marijuana convictions.

2020
Denver released the first ever first Cannabis Business and Opportunity Study to determine the current demographics of the marijuana industry and barriers preventing a more equitable marketplace.

WHERE ARE WE NOW?

As legalization spreads across the United States, Denver remains squarely in focus. More than ever, the city is looked at to provide guidance on how it effectively implemented and continues to manage the first-of-its-kind sales and commercialization of voter-approved retail marijuana.

Through a far-reaching, collaborative approach, Denver's Office of Marijuana Policy, housed in Denver's Department of Excise and Licenses, supports and coordinates the work of dozens of city employees. The city's dedicated team of experts manage a complex and ever-changing regulatory and licensing process. This work includes legislation to create, improve and clarify ordinances, management of education and health initiatives, social equity, coordination of enforcement efforts, and allocation of enough resources – all in concert with the industry and the community.

In 2019, Denver marked the sixth year of retail sales of marijuana and the sixth year of the Office of Marijuana Policy's operation. Industry growth continues with more than 1,100 business licenses operating out of nearly 500 locations.

More recently, Denver has been developing a multi-pronged approach to ensuring that communities that have been disproportionately impacted by marijuana prohibition can benefit from the legalization of marijuana. Mayor Hancock's Cannabis Social Equity work involves exploring a variety of tactics including the continued use of marijuana tax revenue to support low and moderate-income neighborhoods, obtaining data related to the marijuana industry, vacating low-level marijuana convictions and identifying areas of need in workforce development and licensing ownership and entrepreneurship.

Denver continues its collaborative approach to marijuana management, remaining nimble and flexible to keep pace with the sustained growth of sales and innovation in the marijuana industry, while remaining in constant communication with the industry and residents to ensure balance among many competing interests.

II. INDUSTRY

DENVER'S MARIJUANA INDUSTRY

The City of Denver actively coordinates with its departments and agencies, business owners, residents, neighborhood groups and industry representatives to ensure that it has a robust and effective regulatory system for the city's marijuana industry.

There are fourteen types of marijuana business licenses issued by the City of Denver as of January 1, 2020:

- **Medical/Retail Storefront**
- **Medical/Retail Cultivation**
- **Medical/Retail Infused Product Manufacturer (MIP)**
- **Medical/Retail Testing Facility**
- **Medical/Retail Transporter**
- **Medical/Retail Off-premises Storage**
- **Cannabis Consumption Establishment/Special Event**

NUMBER OF ACTIVE LICENSED MARIJUANA BUSINESSES FROM JAN 2014 TO JAN 2020:

PERIOD	MEDICAL LICENSES	RETAIL LICENSES	UNIQUE
January 2014	731	270	455
January 2015	621	301	414
January 2016	657	392	454
January 2017	682	429	481
January 2018	671	478	492
January 2019	621	479	475
January 2020	474	474	452

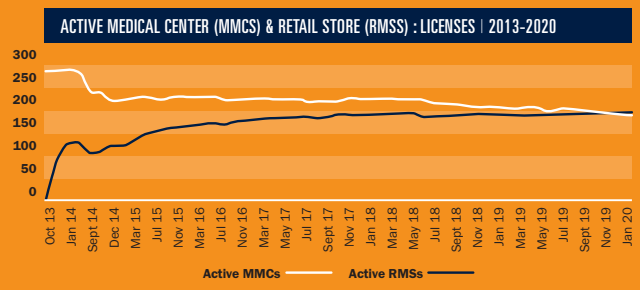
** The decrease from 2014 to 2015 in medical marijuana licenses happened in part because medical marijuana businesses that did not obtain both state and city licenses by July 1, 2014 were required to cease operations.*

** The decrease in medical licenses from 2019 to 2020 happened as a result of the state collapsing one medical license per location.*

NUMBER OF ACTIVE LICENSES BY TYPE OVER TIME:

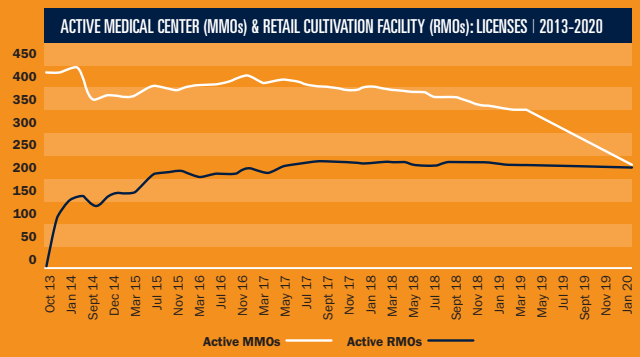
Active Medical Center (MMC) licenses were down -9% from 184 in January 2019 to 167 in January 2020.

Active Retail Store (RMS) licenses increased by 2%, from 167 in January 2019 to 170 in January 2020.

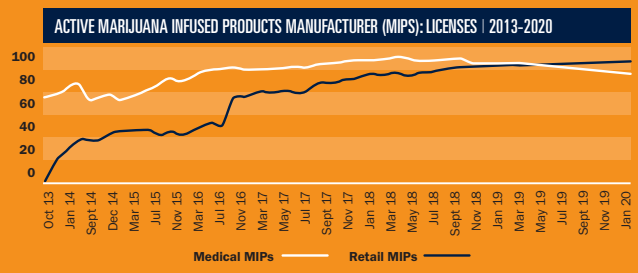


The number of active Medical Optional Premises Cultivation licenses declined -36% from the prior year, down to 214 in January 2020 from 336 in January 2019. This is a result of state law allowing only one medical license per location.

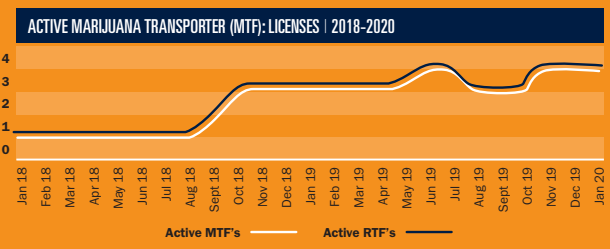
During that same time frame, active Retail Cultivation Facility licenses decreased -7% from 2019 – going from 215 in January 2019 down to 199 in January 2020.



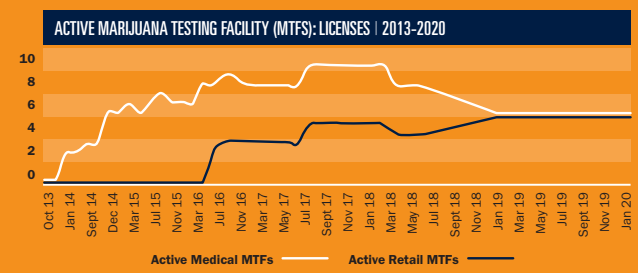
Medical Marijuana Infused Products Manufacturer licenses declined 10% during the same time frame, going from 93 in January 2019 to 84 as of January 2020. Active Licenses for Retail Marijuana Infused Products Manufacturers increased 8% over the prior year, going from 89 in January 2019 to 96 in January 2020.



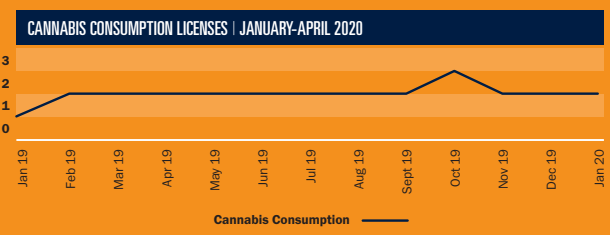
As of January 2020, the City had 4 active Medical Marijuana Transporter licenses and 4 active Retail Marijuana Transporter licenses. Both Medical & Retail Marijuana Transporter licenses increased 33%, going from 3 in January 2019 to 4 in January 2020.



Active licenses for both Medical and Retail Marijuana Testing Facility licenses were unchanged from 5 in January 2019 to 5 in January 2020.



As of January 2020, the City had 2 active Cannabis Consumption licenses. This is up 100% over the single Cannabis Consumption license that was active as of January 2019.



HOW IS MARIJUANA TAXED IN DENVER?

Medical marijuana is subject to standard state and local sales taxes:

Denver Standard Sales Tax*:	4.31%
State Standard Sales Tax:	2.90%
Medical Marijuana Sales Tax:	**7.21%**

**The Denver Preschool Fund directly receives .15% of the city's 3.65% overall standard sales tax. In November 2018, four ballot initiatives were approved by the voters of Denver to increase the standard sales tax rate by a combined total of .66%. All four measures went into effect January 1, 2019 and included sales tax increases for Parks (.25%), Mental Health (.25%), College Affordability (.08%), and Healthy Food (.08%).*

In November 2013, Denver voters approved adding a special sales tax on retail marijuana that could vary from 3.5 to 15.0%. The tax is in addition to standard sales tax and all other applicable state taxes. Since 7/1/17, retail marijuana is exempt from the state standard sales tax, but is subject to both state and local special sales taxes:

Denver Standard Sales Tax*:	4.31%
Denver Special Sales Tax on Retail Marijuana**:	5.50%
State Special Sales Tax on Retail Marijuana***:	15.0%
Retail Marijuana Sales Tax:	**24.81%**

***The Denver Special Sales Tax can increase from 3.5 to 15% when authorized by City Council. In October 2018, there was an increase on the special sales tax from 3.5 to 5.5% to contribute funds towards the city's affordable housing project.*

****Prior to 7/1/17, 15% of the State Special Sales Tax was shared with local jurisdictions. Since 7/1/17, 10% of the State Special Sales Tax has been shared with local jurisdictions.*

MARIJUANA SALES

Denver: Retail Marijuana sales in Denver increased 11% year over year from 2018. Medical Marijuana sales in Denver experienced a 1% decline during the same period.

Colorado: Retail Marijuana Sales in Colorado increased by 15% from 2018 to 2019. Medical Marijuana Sales for the State of Colorado increased slightly by 2% over the same period.

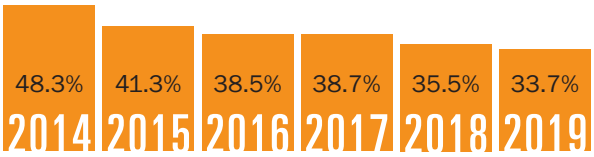
Note: 2014 and 2015 values for Colorado marijuana sales published in previous reports have since updated with current Treasury data.

DENVER MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$149.7M	$219.3M	$291.5M	$377.5M	$392.5M	$434.9M
MEDICAL	$180.1M	$191.4M	$212M	$206.4M	$155.5M	$153.6M
TOTAL	**$329.8M**	**$410.7M**	**$503.5M**	**$584M**	**$548M**	**$588.5M**
TOTAL YOY% CHANGE	–	25%	23%	16%	-6%	7%

COLORADO MARIJUANA SALES	2014	2015	2016	2017	2018	2019
RETAIL	$303.2M	$577.5M	$861.6M	$1.1B	$1.2B	$1.4B
MEDICAL	$380.3M	$418.1M	$445.6M	$416.5M	$332.2M	$338.5M
TOTAL	**$683.5M**	**$995.6M**	**$1.3B**	**$1.5B**	**$1.5B**	**$1.7B**
TOTAL YOY% CHANGE	–	46%	31%	15%	3%	13%

HOW MUCH OF COLORADO'S TOTAL MARIJUANA SALES COME FROM DENVER?

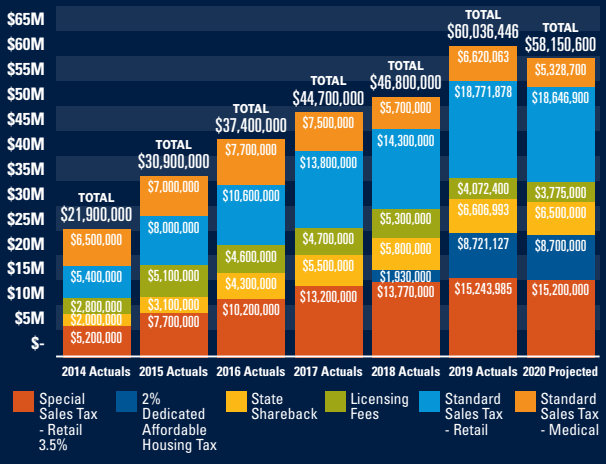
The following results are total Denver marijuana sales / total Colorado marijuana sales. From 2014 – 2019, Denver's portion of Colorado marijuana sales has declined by 15%, from 48.3% in 2014 to 33.7% in 2019. This indicates marijuana sales increased outside of Denver (at a higher rate than occurred within Denver) during the 2014 - 2019 period.



HOW MUCH REVENUE IS GENERATED IN DENVER FROM MARIJUANA?

Marijuana is helping to pay for the resources the city must put toward the robust regulation and enforcement involved with the responsible implementation of legalized marijuana.

However, it's important to understand that marijuana revenue constituted about 4.3% of the city's general fund revenue in 2019.



Total General Fund Revenue/Marijuana Revenue as a % of General Fund Revenue

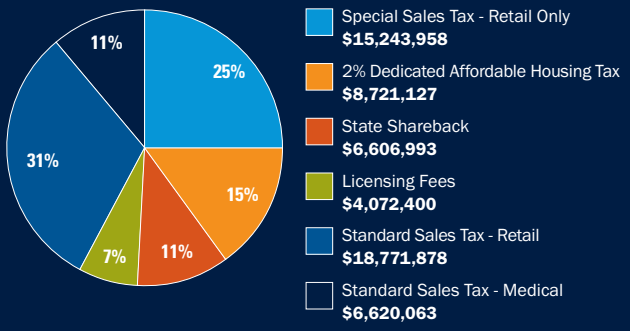
2014 Actuals	2015 Actuals	2016 Actuals	2017 Actuals	2018 Actuals	2019 Actuals	2020 Projected
$1,124,674,402	$1,204,306,900	$1,238,208,804	$1,309,418,915	$1,343,348,264	$1,406,061,854	$1,485,509,355
1.95%	2.57%	3.02%	3.41%	3.5%	4.3%	3.9%

**2020 revenue projections are based on 2018 and 2019 actuals and other revenue forecasting tools available in the Fall of 2019 during the development of the 2020 budget. 2020 projections will be updated for the 2021 budget process based on more recent revenue information.*

** "Shareback": The State of Colorado contributes a portion of its 15% special sales tax on retail marijuana back to the City of Denver and other local Colorado jurisdictions with retail marijuana sales*

- Overall 2019 Revenue from Marijuana in Denver increased 28% over 2018.
- State Shareback revenue in 2019 was up 14% over 2018.
- 2019 revenue from Licensing Fees decreased 23% from 2018.
- Medical Sales Tax revenue was up 16% in 2019, compared to 2018.
- Retail Sales Tax revenue increased 31% in 2019, compared to 2018.
- Retail Special Tax revenue went up 11% in 2019, compared to 2018.

MARIJUANA REVENUE SOURCES FOR 2019 TOTAL: $60M



Through the special sales tax revenue and state shareback funds, the city has funded marijuana regulation, enforcement, and education.

- These funds go into the city's general fund and are allocated toward Denver's immediate needs to responsibly regulate the marijuana industry, enforce the law, and educate the public about marijuana with a focus on youth.
- The licensing fees and retail standard sales tax collected go into the city's general fund to pay for city services, as is the case with medical marijuana taxes collected.
- In October 2018, the special sales tax for retail marijuana was increased by 2%, from 3.5% to 5.5%. This additional 2% is dedicated to affordable housing programs and is projected to generate $8.7 million in 2020.

IV. BUDGET

WHAT DOES THE CITY DO WITH THAT REVENUE?

All of Denver's marijuana-related revenue goes to the city's general fund to pay for city services. The city first allocates the special retail sales tax and state shareback to fund the key areas of:

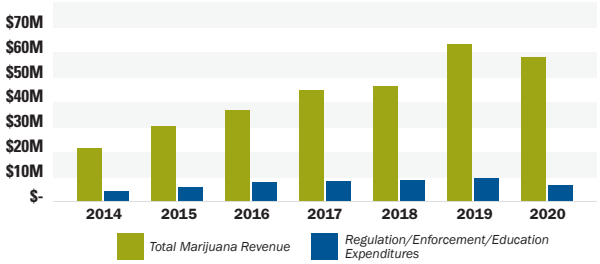
- **Regulation**
- **Education**
- **Enforcement**

Of the projected $21.7 million that can be appropriated for marijuana-specific spending in 2020, the city has budgeted **$7.4 million** in expenditures across city departments and agencies for regulation, enforcement, and education efforts.

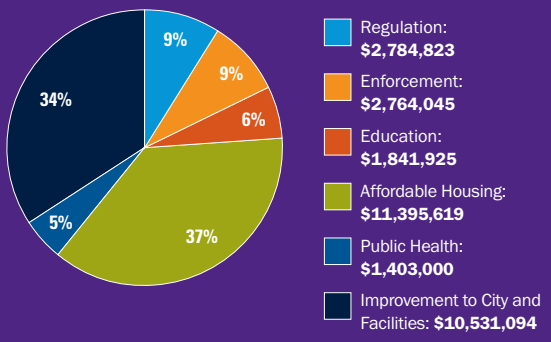
Additionally, in 2020, $23.4 million from marijuana-related revenue was appropriated to add investments for deferred maintenance, affordable housing, opioid intervention and other one-time equipment costs.

Finally, the standard sales tax received from retail and medical marijuana and the revenue from marijuana licensing fees ($27 million in 2019) is treated the same as the city's other sales tax revenue sources (such as clothing and other goods) in that it goes into the general fund and is spread across the city for a variety of general operating needs (libraries, parks, recreation programs, street maintenance, auditors, attorneys, etc.).

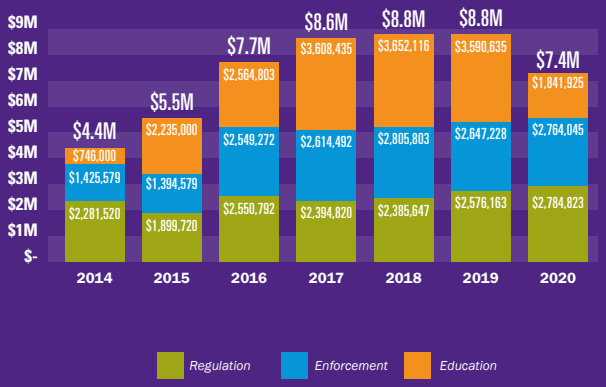
GENERAL FUND REVENUE AFTER REGULATION, ENFORCEMENT, EDUCATION



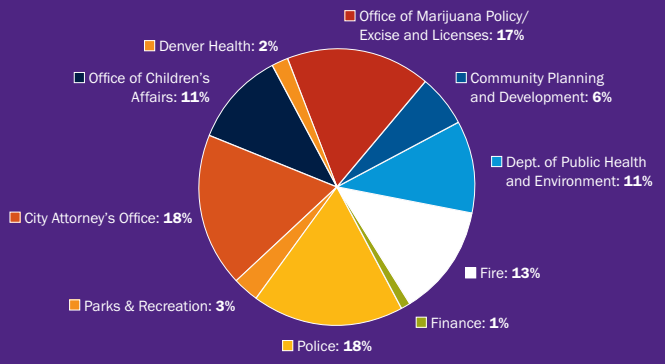
2020 RETAIL MARIJUANA SPECIAL SALES TAX AND STATE SHAREBACK ALLOCATION



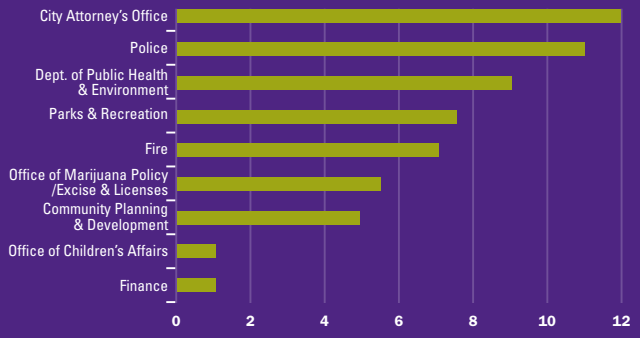
REGULATION, ENFORCEMENT, AND EDUCATION EXPENDITURES:



2020 DISTRIBUTION OF MARIJUANA REGULATION, ENFORCEMENT, AND EDUCATION COSTS BY DEPARTMENT:



2020 BUDGETED MARIJUANA-RELATED FTES



MARIJUANA EQUITY AND SOCIAL JUSTICE

EQUITY THROUGH MARIJUANA TAX REVENUE.

All our work in Denver is done through a race and social justice lens, and the budgeting of cannabis tax dollars is no different. The Office of Marijuana Policy has made it a priority to ensure the equitable distribution of marijuana revenue, and from 2014 to 2019 we were able to:

- Dedicate a portion of marijuana taxes that helped Denver double the affordable housing fund from $15 million to $30 million to **build more than 6,000 units**, which supports housing for many people including those who have been economically disadvantaged due to the failed war on drugs.
- **$9.3 million** of the funds dedicated to affordable housing in 2019 are from Denver's special recreational marijuana tax.
- The City has dedicated more than **$10 million** from Denver's special sales tax on recreational marijuana to fund **free after-school and summer programs for youth**, with a focus on underserved communities. This education funding also includes support for diversion programs, with a focus on high-need areas in Denver.
- Marijuana tax dollars are helping to upgrade parks and recreation centers in Denver, including the opening of Denver's first truly urban style recreation center called the **Carla Madison Recreation Center** in 2018. Funding for this recreation center included **$3.2 million** from marijuana tax proceeds.

Other than committing marijuana tax dollars, through our multipronged approach to cannabis equity, we intend to:

- Decrease barriers to entry in the industry by exploring financial, technical, and business support.
- Create a workforce development tool for those interested in beginning a career in the marijuana industry that would allow for training and professional development.
- Promote criminal justice restitution through our Turn Over a New Leaf program.

LICENSING, OWNERSHIP AND WORKFORCE DEVELOPMENT

For decades, the war on drugs has significantly impacted our communities, with disproportionately harmful impacts on communities of color. The effects of prohibition and its consequences can negatively affect many aspects of a person's life, including employment, education, economic earning potential, qualification for government benefits and programs, and immigration status proceedings.

The challenge of today's post-legalized world is also our opportunity: the legalization of adult-use cannabis presents a chance to learn from the past and to create accountable mechanisms to achieve **shared prosperity**. We must now work together to foster more equitable access to participation in the cannabis industry, including promotion of ownership and stable employment opportunities.

To date, our team has **spoken with over 300 people**, including social justice advocates, marijuana industry owners and employees, and people who wish to enter into the cannabis industry. Our goal is to gather input on the City's long-term plan to support a social equity program.

TURN OVER A NEW LEAF MARIJUANA EXPUNGEMENT PROGRAM AND CLINICS

Turn Over a New Leaf is a program where Denverites can apply to vacate and seal low-level marijuana criminal convictions that happened in Denver before legalization. To date, we have received **538 applications**, which have resulted in **85 convictions being identified** as eligible for the program.

Denver held **five clinics** in different locations throughout the City. Criminal and immigration volunteer attorneys were present to assist attendees. Our team **went to the City and County Jail five times** in 2019 to guarantee that the incarcerated population has access to this resource. We continue to schedule future visits.

We **invested more than $25,000** in City resources to create the program, staff clinics, and promote the program through community outreach, media relations and digital communications.

THE DENVER COLLABORATIVE APPROACH IN ACTION

Governments across the U.S. and the world are tackling – or are preparing for – the new and evolving challenges that come with the regulation of legalized marijuana. On the leading edge of this challenge, Denver is committed to ensuring that its regulations address both current and future issues.

Change continues in Denver and Colorado at a rapid pace and the collaborative approach enables the city to respond quickly and effectively to address issues as they arise.

Denver partners with city agencies, departments, institutional stakeholders, and the community to develop sensible policies which balance the needs of industry, consumers, families, and neighborhoods and preserve Denver's quality of life, public health, and safety.

Under the leadership of Mayor Hancock, the city has adopted a collaborative model to manage marijuana, which includes multiple agencies working together to preserve, protect, and enhance Denver's excellent **quality of life**. This work is grounded in the city's priorities of marijuana management, including **robust regulation**, **strict enforcement**, and **effective education**.

PUBLIC EDUCATION & COMMUNICATION

Youth Prevention & Education

Denver once again committed millions of retail marijuana sales tax dollars to be distributed to youth-serving organizations by the city's Offices of Children's Affairs and Behavioral Health.

MORE THAN

$16 MILLION of marijuana revenue from 2014-2019 has been granted to these important programs to protect and educate our youth.

The "Healthy Lifestyles for Youth" funds administered by Children's Affairs support quality afterschool and summer programs in over 50 organizations, supporting more than 10,000 youth.

- The funds leverage existing best practices and processes to enhance quality programs and promote pro-social activities to youth living in an environment with legalized marijuana.
- The funds utilize youth development programs as a place for early education and as a first step to preventing marijuana use.
- To help youth build the skills they need to make positive, healthy lifestyle choices, existing programs already using effective positive youth development and social-emotional learning strategies were provided additional funding to expand or enhance services.
- With that money Denver was also able to create a Marijuana Curriculum, designed to teach youth the different facts about marijuana and underage use. The curriculum is available at afterschool programs serving middle school students.

The Diversion Accountability and Behavioral Health funds administered by the Office of Behavioral Health Strategies provided seven programs with funds for intervention, treatment, education and other alternatives for approximately 4,321 youth and young adults who have violated a city or state law or school code in 2019. **The funds help:**

- Create alternative consequences for unlawful marijuana use or possession.
- Prevent further involvement of youth and young adults in the justice system.
- Improve outcomes for youth through coordinated services.
- Reduce and address the potential harm of substance use.
- Promote sharing of best practices and other networking opportunities for youth serving professionals.

IN DECEMBER 2017, THE CITY AND COUNTY OF DENVER LAUNCHED THE HIGH COSTS CAMPAIGN FOR YOUTH AGES 12-17 to educate Denver youth about marijuana so they can make an informed decision not to use underage. The campaign is focused on providing facts and encouraging peer to peer conversation.

HIGH COSTS

WWW.THEHIGHCOSTS.COM

- To date, the High Costs campaign has garnered over 241 million media impressions, or views, including a feature on CBS This Morning. A recent survey showed that 75 percent of teens aware of the High Costs campaign said that its messaging discouraged them from using marijuana.
- The campaign can be found online at **TheHighCosts.com**.

Information & Outreach

- Sponsored a Denver Police radio campaign educating listeners about Denver marijuana laws, responsible consumption and safe storage.
- Continued collaboration with the State of Colorado's education campaigns and continued to serve on the state's Marijuana Education Oversight Committee.
- Updated Denvergov.org/MarijuanaInfo website
  - Made various "Know the Law" updates and created a hub for all state and local laws and regulations.
- Attended community meetings of all stripes, including:
  - Registered Neighborhood Organization meetings
  - City Council district gatherings
  - Inter-Neighborhood Cooperation committee meetings
  - Other community meetings

PUBLIC EDUCATION & COMMUNICATION CONTINUED

Collaboration & Communication

- Participated in Mayor Hancock's quarterly Cabinet in the Community.
- Continued to present updates to the Downtown Denver Partnership, Visit Denver, the Denver Chamber of Commerce and other groups upon request.
- Continued conference calls with other states that have legalized marijuana.
- Continued to host information briefings for other jurisdictions, states and countries requesting information on how Denver regulates marijuana.
- Supported the "Policy and Practice Summit" sponsored by the Denver Afterschool Alliance.
- Met with neighborhood groups, SMART Colorado, nonprofits and other entities requesting information about marijuana.
- Coordinated with Denver Health on collecting data related to marijuana public health impacts.
- Continued to participate in the Denver Partnership for Youth Success working group.
- Created the Equity Governance Work Group and the Community Cannabis Equity and Social Justice Committee.

Industry Outreach

- Continued to educate the industry through regular Marijuana Informational Bulletins on new and changing regulations.
- Assisted as needed with other efforts including Denver Department of Public Health and Environment's Cannabis Sustainability Newsletter and best practices manual.
- Held quarterly check-in meetings with the marijuana industry.
- Held special meetings, as needed, on educational topics or for input on policies, procedures and regulations.
  - Invited industry members to participate in the Community Cannabis Equity and Social Justice Committee.
  - Invited industry members periodically to attend internal meetings to brainstorm, report out, and provide an industry viewpoint.
- Attended industry association meetings of the Marijuana Industry Group, Cannabis Business Alliance, and Colorado Cannabis Chamber of Commerce.

- Attended industry-sponsored educational events, tours and briefings.
- Continued the Permitting Assistance Team to help businesses navigate social consumption rules and regulations.

Customer Service

- The city continues to develop and publish marijuana informational dashboards that live on the Denver Marijuana Info website.
- Analyzed 311 inquiries to identify frequently asked questions and provide answers.
- Created the option for scheduled appointments for marijuana licensing transactions.

Resource Analysis, Efficiency & Economic Impact

- Continued to ensure that marijuana funds are allocated effectively to different city departments.
- Participated in an Indirect Cost Analysis to identify and quantify the indirect costs of marijuana regulation and enforcement incurred throughout the city.
- Created a mechanism to obtain feedback from internal agencies regarding operational efficiencies, effectiveness of policies, and the quality of the decision-making model.

DENVER MARIJUANA MANAGEMENT SYMPOSIUM

- In 2019 Denver hosted the fourth annual Marijuana Management Symposium to share information with regulators and policymakers from around the world.
- The event spanned two and a half days and hosted 356 attendees and 61 speakers from 3 countries, 17 U.S. states and the District of Columbia. The symposium has become the centerpiece of Denver's collaboration with other governments as the city has become a model for those who are adjusting to newly legalized marijuana or facing the possibility of future legalization.
- The city is committed to exchanging information and best practices with others to contribute to the public good, build better communities and develop common ground for the future.

THE LEADER IN CONSUMER HEALTH & SAFETY PROTECTION

Denver's Department of Public Health and Environment (DDPHE) continues to address consumer safety issues with a focus on mold contamination, ingredients lacking safety information used in smoking and vaping products, and underregulated hemp-derived cannabidiol ingestible products sold for therapeutic or wellness purposes.

In the absence of state and federal public health regulations and guidelines for marijuana products, the city stands in the gap, looking out for its residents and visitors as well as protecting consumer health and safety.

Denver continues to coordinate with other local and state agencies and the marijuana industry to identify potentially harmful marijuana products and place them on hold and/or recall them when necessary.

- In 2019, DDPHE conducted 27 cannabis investigations that resulted in four business recalls.
- Denver has conducted 43 recalls to date in the cannabis program which were due to mold and/or pesticide contamination, unapproved source issues, or shelf stability concerns.

DDPHE collaborated with the Cannabis Health & Safety Advisory Committee to develop an assessment of contaminants in recreational marijuana products sold in Denver and then carried out this assessment in the latter half of 2019.

- The goal of this assessment was to better understand the degree to which contaminants, specifically pesticides and molds, are present in regulated recreational marijuana products sold in the City and County of Denver.
- Although results have yet to be published, preliminary results from the assessment indicate that products sold can be contaminated with molds without dispensary employees' and consumers' awareness. The results from this assessment have many public health, policy, and regulation implications.
- Due to the ongoing COVID pandemic, DDPHE has not yet published results finding from the 2019 baseline assessment.
- The baseline assessment consisted of 25 retail marijuana stores identified to assess contaminants in products on store shelves. DDPHE worked with epidemiological partners at Denver Public Heath to create the assessment methodology. Participating stores were randomly identified for inclusion in the assessment. Current METRC inventory lists were pulled for each store with assistance from the Colorado Marijuana Enforcement Division and were used to randomly identify samples of flower, trim/shake, and pre-rolls. Each sample was tested for pesticides and total yeast and mold by state- and ISO-certified marijuana testing facilities. Results of their respective testing were shared with each facility and will also be shared broadly within a write-up of results at a later date.

Any comments or questions about this assessment can be emailed to phicomments@denvergov.org.

VI. ENFORCEMENT

PATROLLING THE BOUNDARIES OF LAW

Since the legalization of recreational marijuana in 2012, the illegal production and sale of marijuana has continued in Denver. In the first few years, the city experienced a large increase in black market marijuana. Through increased enforcement and collaboration between all city agencies, the City of Denver was able to mitigate many of the issues leading to the increase in black market marijuana. The Denver Police Department remains committed to enforcing all state and local laws pertaining to the illegal production and sale of marijuana.

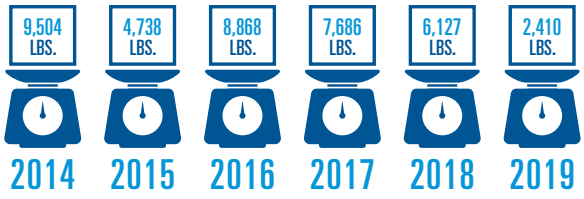
WHAT DOES THE BLACK MARKET LOOK LIKE?

The market for Denver marijuana is very lucrative and extends across the United States. The market takes many forms:

- Internet sales (Craigslist, Facebook groups, etc.)
- Mid-level trading: Continuous market of people purchasing $5,000-$10,000 of Colorado marijuana and transporting/shipping it out of state for resale.
- Large criminal organizations

The city has intensified its focus on those who refuse to play by the rules with increased education and enforcement.

ILLEGAL MARIJUANA PROCESSED BY THE DENVER POLICE DEPARTMENT (DPD) CRIME LAB:



This data only reflects seizures processed through the Denver Police Department crime lab.

- DPD's marijuana team has been involved in numerous operations where marijuana seized was processed by the Drug Enforcement Agency. Those numbers are not reflected here.
  - For example, in 2013, DPD worked with federal agencies and seized more than 10,000 pounds, in one case alone, all of which was processed by the DEA.

POLICE OUTREACH

DPD has worked proactively with marijuana business owners to provide them with crime fighting tips and share best practices with and among marijuana businesses.

- In 2019, DPD continued the district outreach program which allows industry members to meet the commander and officers in their district.
- DPD continued to educate the industry with Crime Prevention Through Environmental Design (CPTED), which provides crime fighting and safety tips.

HOME GROWS

Denver residents can cultivate up to six plants per adult in a household and never more than 12 plants total. Additionally, Denver created a limitation of 36 plants on a non-residential zone lot. Over the last several years, the city has received many complaints of home growing that exceeds the legal plant count.

The city is addressing these issues with:

- Streamlined communication processes between police and city inspectors to help address complaints.
- Increased number of officers working to address illegal home grows.
- Developed an education campaign on home grow safety and how to spot illegal activity.

MARIJUANA CRIME & ARREST DATA

1. Total Marijuana Offenses

Definition: Reported offenses to the Denver Police Department that, upon review, have a clear connection or relation to marijuana. Please contact the Denver Police Department if you have questions about the data reported in this section. Total marijuana offenses accounts for less than 1 percent of overall reported offenses in Denver.

YEAR	MARIJUANA CULTIVATION	MARIJUANA POSSESSION	MARIJUANA DISTRIBUTION	INDUSTRY RELATED CRIME*
2014	19	356	65	175
2015	25	272	60	185
2016	43	189	67	210
2017	52	145	87	139
2018	59	142	71	200
2019	32	77	39	213

YEAR	OTHER NON-INDUSTRY RELATED CRIME**	DUID MARIJUANA	TOTAL MARIJUANA OFFENSES	TOTAL CITYWIDE OFFENSES
2014	107	66	788	61,276
2015	81	73	696	64,317
2016	64	63	636	65,368
2017	62	63	548	66,354
2018	24	92	588	66,023
2019	25	97	483	65,470

The offenses listed in the table above exclude public consumption of marijuana, marijuana prohibited in parks and marijuana on the 16th Street Mall.

** Industry Related Crime entails reported criminal offenses where marijuana businesses were either the victim or the perpetrator of a crime. Approximately 77% of these crimes were burglaries or larcenies that occurred at licensed marijuana businesses.*

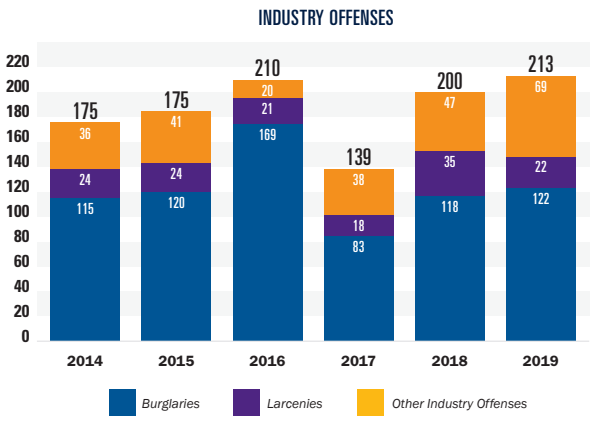
*** Other Non-Industry Related Crime entails reported criminal offenses that are not direct violations of marijuana law and do not have a clear connection to a licensed business, yet marijuana is believed to be the motive for the crime. For example, if someone is growing four marijuana plants in their garage for personal use, and someone breaks into the garage to steal the marijuana plants, that would be considered other non-industry related crime.*

2. Marijuana Industry Related Offenses

Definition: The subset of Marijuana Related Offenses where licensed marijuana businesses were either the victim or the perpetrator of a crime. Marijuana Industry Related Offenses represents less than ½ of 1 percent of overall crime in Denver. In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.

- **2014:** 175 (0.29%)
- **2015:** 185 (0.29%)
- **2016:** 210 (0.32%)
- **2017:** 139 (0.20%)
- **2018:** 200 (0.30%)
- **2019:** 213 (0.30%)

In 2019, burglary or attempted burglary accounted for 57% of Marijuana Industry-Related Offenses. Larceny (theft) accounted for another 10% of all Marijuana Industry-Related Offenses.



Violent Offenses related to the licensed marijuana industry is rare, with 7 reported in 2013, 8 reported in 2014, 8 reported in 2015, 3 reported in 2016, 6 reported in 2017, 7 reported in 2018 and 22 reported in 2019.

- Note: Violent Offenses includes homicide, rape, robbery, and aggravated assault.
- There were 22 violent offenses related to the marijuana industry in 2019, or one violent offense related to the marijuana industry for every 244 violent offenses overall.
- Marijuana businesses make up less than 1% of all businesses in Denver but account for approximately 10% of all reported business burglaries.

3. Arrests

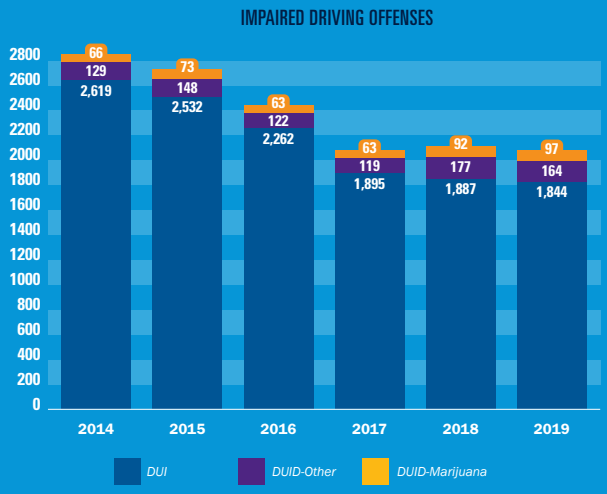
Definition: City and County of Denver arrest data include citations and bookings for violations of marijuana laws in State of Colorado statute and/or City of Denver municipal code. There may be multiple arrests/ citations per reported incident. A citation is a ticket to appear in court and an arrest is when a person is placed in custody.

VIOLATION DESCRIPTION	2018	2019	CHANGE	%
UNLAWFUL EXTRACTION OF MARIJUANA CONCENTRATE	31	4	-27	-87%
UNLAWFUL DISTRIBUTION OF MARIJUANA	283	131	-152	-54%
UNLAWFUL CULTIVATION OF MARIJUANA	181	80	-101	-56%
UNLAWFUL POSSESSION OF MARIJUANA	395	286	-109	-28%
UNLAWFUL PUBLIC DISPLAY / CONSUMPTION OF MARIJUANA	388	167	-221	-57%
MARIJUANA PROHIBITED IN PARKS	122	41	-81	-66%
MARIJUANA BUSINESS LICENSE VIOLATIONS	14	7	-7	-50%
GRAND TOTAL	1414	716	-698	-49%
TOTAL NUMBER OF ARRESTEES PER INCIDENT	1052	551	-501	-48%

IMPAIRED DRIVING ARRESTS

Impaired driving creates a serious public safety hazard. Over the years, overall impaired driving arrests have been on the decline in Denver. This change can be attributed to several factors, including public education campaigns and the rising popularity of ride sharing services.

Marijuana-related DUID (driving under the influence of drugs) arrests have remained fairly consistent over the years, yet they remain a small portion of overall impaired driving arrests. It is important to note that the low volume of marijuana DUID arrests shown here is not indicative of the true frequency of impaired driving, but rather it reflects the difficulties of confirming marijuana-related impairment.



EMAIL

MarijuanaInfo@Denvergov.org

WEB

Denvergov.org/MarijuanaInfo

DENVER

THE MILE HIGH CITY

Appendix E: House Bill 2: Cannabis Regulation Act

AN ACT

RELATING TO CANNABIS; ENACTING THE CANNABIS REGULATION ACT; CREATING THE CANNABIS CONTROL DIVISION OF THE REGULATION AND LICENSING DEPARTMENT; PROVIDING POWERS AND DUTIES; SETTING LIMITATIONS ON SALES AND PURCHASES OF CANNABIS; PROVIDING FOR LICENSURE AND PERMITTING; TRANSFERRING LICENSING AUTHORITY UNDER THE LYNN AND ERIN COMPASSIONATE USE ACT TO THE CANNABIS CONTROL DIVISION; CREATING THE CANNABIS REGULATORY ADVISORY COMMITTEE; CREATING A FUND; AUTHORIZING THE REGULATION AND LICENSING DEPARTMENT TO ENTER INTO INTERGOVERNMENTAL AGREEMENTS WITH INDIAN NATIONS, TRIBES AND PUEBLOS; REQUIRING TRAINING FOR PERMITTEES; ENACTING THE CANNABIS TAX ACT; DISTRIBUTING A PORTION OF THE CANNABIS EXCISE TAX TO MUNICIPALITIES AND COUNTIES; REQUIRING REPORTING; PRESCRIBING PENALTIES; AMENDING, REPEALING AND ENACTING SECTIONS OF THE NMSA 1978.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. SHORT TITLE.--Sections 1 through 42 of this act may be cited as the "Cannabis Regulation Act".

SECTION 2. DEFINITIONS.--As used in the Cannabis Regulation Act:

A. "advertisement":

(1) means a statement or a depiction that is intended to induce the purchase of cannabis products and that

HB 2/a
Page 1

is displayed in printed material or on a sign or other outdoor display or presented in a radio, television or other media broadcast or in digital media; and

(2) does not include:

(a) a sign or outdoor display or other statement permanently affixed to a licensed premises that is intended to induce the sale of a cannabis product produced or sold on the premises;

(b) a label affixed to a cannabis product or the covering, wrapper or container of a cannabis product; or

(c) an editorial or other material printed in a publication when the publication of the editorial or material was not paid for by a licensee and was not intended to promote the sale of cannabis products by a particular brand or company;

B. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. "cannabis consumption area" means an area where cannabis products may be served and consumed;

D. "cannabis courier" means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. "cannabis establishment" means:

(1) a cannabis testing laboratory;

(2) a cannabis manufacturer;

(3) a cannabis producer;

(4) a cannabis retailer;

(5) a cannabis research laboratory;

(6) a vertically integrated cannabis establishment;

(7) a cannabis producer microbusiness; or

(8) an integrated cannabis microbusiness;

F. "cannabis extract":

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. "cannabis flowers" means only the flowers of a cannabis plant;

H. "cannabis manufacturer" means a person that:

(1) manufactures cannabis products;

(2) packages cannabis products;

(3) has cannabis products tested by a cannabis testing laboratory; or

(4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. "cannabis producer" means a person that:

(1) cultivates cannabis plants;

(2) has unprocessed cannabis products tested by a cannabis testing laboratory;

(3) transports unprocessed cannabis products only to other cannabis establishments; or

(4) sells cannabis products wholesale;

J. "cannabis producer microbusiness" means a cannabis producer at a single licensed premises that

possesses no more than two hundred total mature cannabis plants at any one time;

K. "cannabis product" means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. "cannabis research laboratory" means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses;

M. "cannabis retailer" means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

N. "cannabis server permit" means an authorization that allows a person to directly offer, sell or serve cannabis or cannabis products as part of commercial cannabis activity in a cannabis consumption area;

O. "cannabis server permit education provider" means a person that provides cannabis server education courses and examinations;

P. "cannabis testing laboratory" means a person that samples, collects and tests cannabis products and transports cannabis products for the purpose of testing;

Q. "cannabis training and education program" means a practical or academic curriculum offered by a New Mexico public post-secondary educational institution designed to

prepare students for participation in the cannabis industry;

R. "commercial cannabis activity":

(1) means the cultivation, production, possession, manufacture, storage, testing, researching, labeling, transportation, couriering, purchase for resale, sale or consignment of cannabis products; and

(2) does not include activities related only to the medical cannabis program, to cannabis training and education programs or to the personal cultivation or use of cannabis;

S. "consumer" means a person twenty-one years of age or older who purchases, acquires, owns, possesses or uses a cannabis product for a purpose other than resale;

T. "contaminant" means pesticides and other foreign material, such as hair, insects or other similar adulterants, in harvested cannabis;

U. "controlling person":

(1) means a person that controls a financial or voting interest of ten percent or more of, or an officer or board member of, a cannabis establishment; and

(2) does not include a bank or licensed lending institution;

V. "cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading or trimming of cannabis;

W. "department" means the regulation and licensing department;

X. "director" means the director of the division;

Y. "division" means the cannabis control division of the department;

Z. "dry weight basis", when used in the context of regulation of commercial cannabis activity, means a process by which delta-9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant at the point of harvest by a licensee and with no moisture added to the harvested plant;

AA. "facility" means a building, space or grounds licensed for the production, possession, testing, manufacturing or distribution of cannabis, cannabis extracts or cannabis products;

BB. "financial consideration" means value that is given or received, directly or indirectly, through sales, barter, trade, fees, charges, dues, contributions or donations;

CC. "homegrown" or "homemade" means grown or made for purposes that are not dependent or conditioned upon the provision or receipt of financial consideration;

DD. "household" means a housing unit and includes any place in or around the housing unit at which an occupant of the housing unit produces, manufactures, keeps or stores homegrown cannabis or homemade cannabis products;

EE. "immature cannabis plant" means a cannabis plant that has no observable flowers or buds;

FF. "industry standards" means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. "integrated cannabis microbusiness" means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. "licensed premises" means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. "local jurisdiction" means a municipality, home rule municipality or county;

JJ. "manufacture" means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. "medical cannabis" means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. "medical cannabis program" means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. "medical cannabis registry" means the system

by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. "public place" means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. "qualified patient" means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a

governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

RR. "retail establishment" means a location at which cannabis products are sold to qualified patients, primary caregivers and reciprocal participants and directly to consumers;

SS. "superintendent" means the superintendent of regulation and licensing;

TT. "unprocessed" means unaltered from an original, raw or natural state; and

UU. "vertically integrated cannabis establishment" means a person that is authorized to act as any of the following:

(1) a cannabis courier;

(2) a cannabis manufacturer;

(3) a cannabis producer; and

(4) a cannabis retailer.

SECTION 3. DIVISION--POWERS AND DUTIES--RULEMAKING--ADVISORY COMMITTEE CREATED--MEMBERSHIP--DUTIES.--

A. The "cannabis control division" is created in the department to administer the Cannabis Regulation Act and the licensing provisions of the Lynn and Erin Compassionate Use Act and rules promulgated in accordance with those acts. Rules shall be adopted and promulgated as provided in the

State Rules Act.

B. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards necessary for the division to carry out its duties pursuant to the Cannabis Regulation Act as follows:

(1) qualifications and procedures for licensure; provided that qualifications shall be directly and demonstrably related to the operation of the applicable cannabis establishment;

(2) security requirements for a cannabis establishment;

(3) requirements related to:

(a) inspection and monitoring of a cannabis establishment;

(b) a cannabis establishment's recordkeeping and tracking of cannabis from seed until sale;

(c) prevention of the sale or diversion of cannabis products in commercial cannabis activity to a person under the age of twenty-one;

(d) labeling of cannabis products packaged, sold or distributed by a cannabis establishment; and

(e) language for labels of cannabis products regarding potential adverse effects;

(4) rules providing that:

(a) a person who is twenty-one years old or older shall not purchase more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis at one time; and

(b) as to commercial cannabis activity: 1) a consumer shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis outside the consumer's private residence; 2) any cannabis in excess of the amounts described in Item 1) of this subparagraph shall be stored in the person's residence and shall not be visible from a public place; and 3) the division shall not limit the amount of tetrahydrocannabinol concentration in a cannabis product; provided that the division may adopt requirements for apportionment and packaging of cannabis products;

(5) rules on advertising and marketing of cannabis products;

(6) rules on how a licensee may display cannabis products for sale;

(7) procedures that promote and encourage full participation in the cannabis industry governed by the Cannabis Regulation Act by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy, rural communities likely to be impacted by cannabis

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production and agricultural producers from economically disadvantaged communities;

(8) procedures that promote and encourage racial, ethnic, gender and geographic diversity and New Mexico residency among license applicants, licensees and cannabis industry employees;

(9) rules for a certification process to identify cannabis products for consumers from integrated cannabis microbusinesses or cannabis producer microbusinesses or owned by representatives of communities that have been disproportionately harmed by rates of arrest through the enforcement of cannabis prohibitions in law and policy and underserved communities that include tribal, acequia, land grant-merced and other rural historic communities;

(10) in consultation with the economic development department, development of a technical assistance resource guide for rural New Mexico residents who are seeking to establish vertically integrated cannabis establishments, cannabis producer microbusinesses or integrated cannabis microbusinesses;

(11) in consultation with the department of environment, rules to establish:

(a) health and safety standards applicable to the research, production and manufacture of cannabis products;

(b) standards for food and product safety applicable to cannabis products; and

(c) which additives are approved for and prohibited from inclusion in cannabis products; provided that nicotine shall be prohibited;

(12) in consultation with the New Mexico department of agriculture and the department of environment, rules to establish standards for quality control, inspection and testing of cannabis products for potency and contaminants, except for cannabis produced or harvested for research purposes and not for ingestion; provided that all such rules and standards shall be consistent with the rules and standards for testing of medical cannabis products; and

(13) in consultation with the state fire marshal's office of the homeland security and emergency management department, rules with regard to health and safety.

C. No later than January 1, 2022, the division shall promulgate rules that are consistent with industry standards relating to cannabis training and education programs, including:

(1) qualifications and procedures for licensure; and

(2) physical security, cybersecurity and, if applicable, security of information collected under the

federal Health Insurance Portability and Accountability Act of 1996 requirements.

D. No later than January 1, 2022, the division shall promulgate rules in consultation with the New Mexico department of agriculture, the department of environment and the office of the state engineer to establish:

(1) environmental protections; and

(2) protocols to ensure licensees' compliance with state and local laws and ordinances governing food and product safety, occupational health and safety, environmental impacts, natural resource protection, water use and quality, water supply, hazardous materials, pesticide use and wastewater discharge.

E. No later than January 1, 2022, the division shall adopt rules in consultation with the department of health to establish standards and determinations on requirements for reserving cannabis products for sale to qualified patients, primary caregivers and reciprocal participants.

F. The division shall collect and publish annually on the division's website, and present to the appropriate interim committee of the legislature, a report describing demographic data on license applicants, controlling persons and employees of cannabis establishments, including race, ethnicity, gender, age, residential status and whether the

applicants, persons, employees or the locations where the cannabis products are produced, manufactured, sold, tested or researched are located in an underserved rural community, including tribal, acequia, land grant-merced or other rural historic communities.

G. The "cannabis regulatory advisory committee" shall be created no later than September 1, 2021. The committee shall advise the division on the development of rules pursuant to the Cannabis Regulation Act, including best practices and the promotion of economic and cultural diversity in licensing and employment opportunities and protection of public health and safety while ensuring a regulated environment for commercial cannabis activity that does not impose unreasonable barriers that would perpetuate, rather than reduce and eliminate, the illicit market for cannabis. A person appointed to the cannabis regulatory advisory committee shall not hold any ownership interest or investment in a licensed person pursuant to the Cannabis Regulation Act; provided that the superintendent may appoint a person who holds an ownership interest in a licensed person as a nonvoting member. The committee shall consist of the following members:

(1) the chief public defender or the chief public defender's designee;

(2) a district attorney appointed by the New

Mexico district attorney association;

(3) a municipal police chief appointed by the New Mexico association of chiefs of police;

(4) a county sheriff appointed by the executive director of the New Mexico association of counties; and

(5) one member for each of the following groups or professional qualifications, appointed by the superintendent:

(a) a cannabis policy advocacy organization;

(b) a labor organization;

(c) a qualified patient;

(d) a state or local agency with relevant expertise as the director and the superintendent deem appropriate;

(e) an Indian nation, tribe or pueblo with relevant expertise as the director and the superintendent deem appropriate;

(f) expertise in public health;

(g) expertise in regulating commercial activity for adult-use intoxicating substances;

(h) expertise and experience in cannabis laboratory science;

(i) expertise in environmental science;

(j) expertise in small business development;

(k) expertise in water resources;

(l) expertise in other relevant areas as the director and the superintendent deem appropriate; and

(m) previous experience as a cannabis retailer, cannabis producer or cannabis manufacturer and who is a nonvoting member.

H. The cannabis regulatory advisory committee shall elect from among its members a chair and such other officers as it deems necessary. The committee shall meet at the call of the chair, the director or the superintendent. A majority of members currently serving constitutes a quorum for the conduct of business. Members shall serve at the pleasure of the superintendent.

I. Public voting members of the cannabis regulatory advisory committee are entitled to receive per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

J. The division shall:

(1) monitor the supply and demand of cannabis products produced in New Mexico by licensees and present annually to the appropriate interim committee of the legislature the impacts of supply on illicit cannabis

products markets and adequate supply of cannabis products for qualified patients and reciprocal participants;

(2) request the department of public safety to enforce the provisions of the Cannabis Regulation Act as deemed necessary; and

(3) undertake studies and conduct courses of instruction for division employees that will improve the operations of the division and advance its purposes.

SECTION 4. DEPARTMENT OF HEALTH--DUTIES--PUBLIC HEALTH AND SAFETY ADVISORY COMMITTEE.--

A. The department of health shall monitor emerging scientific and medical information relevant to the health effects associated with the use of cannabis products and shall monitor changes in cannabis product use, opioid use and alcohol use patterns for children and adults within the state, broken down by county, race and ethnicity.

B. No later than September 1, 2021, the secretary of health shall appoint a "public health and safety advisory committee" composed of no more than fifteen professionals with expertise related to cannabis products through work, training or research in public health, epidemiology, medicine, medical toxicology, poison control, road safety, occupational safety, environmental safety and emergency medicine.

C. Beginning December 1, 2024, the public health

and safety advisory committee shall provide to the legislature, and the department of health shall publish on its website, an annual report on the health effects of legalizing cannabis products for adult use. The report shall include the following elements relating to cannabis product use and, as applicable, the demographics of persons who are the subject of an element:

(1) child access;

(2) road safety and driving while impaired;

(3) workplace safety;

(4) the percentage of emergency room visits and outcomes;

(5) educational needs for children and adults;

(6) consumer and product safety;

(7) the percentage of poison control center calls; and

(8) the impact of cannabis use on rates of alcohol, opioid and other substance abuse.

D. In consultation with qualified patients and primary caregivers, the department of health shall publish an annual assessment report that shall include at a minimum an evaluation of the affordability and accessibility of medical cannabis.

E. Public members of the public health and safety

advisory committee are entitled to per diem and mileage as provided for state employees pursuant to the Per Diem and Mileage Act and shall receive no other compensation, perquisite or allowance.

SECTION 5. DEPARTMENT OF HEALTH--DUTIES--TRANSFER OF LICENSING DUTIES.--Except for administration of the medical cannabis registry, the power, duty and authority of the department of health related to the medical cannabis program shall be transferred to the division on the effective date of the Cannabis Regulation Act.

SECTION 6. LICENSING CANNABIS ACTIVITIES--LIMITATIONS--MEDICAL CANNABIS LEGACY LICENSING--CANNABIS SHORTAGE FOR MEDICAL PROGRAM.--

A. The division shall regulate and administer and may collect fees in connection with the administration of:

(1) commercial cannabis activity and licensing related to commercial cannabis activity;

(2) the medical cannabis program, except for the medical cannabis registry; and

(3) all aspects of cannabis relating to cannabis training and education programs.

B. The division shall follow the provisions of the Uniform Licensing Act when licensing or permitting the following:

(1) cannabis consumption areas;

(2) cannabis couriers;

(3) cannabis manufacturers;

(4) cannabis producer microbusinesses;

(5) cannabis producers;

(6) cannabis research laboratories;

(7) cannabis retailers;

(8) cannabis servers;

(9) cannabis testing laboratories;

(10) cannabis training and education programs;

(11) integrated cannabis microbusinesses; and

(12) vertically integrated cannabis establishments.

C. The division shall include a clear designation on all licenses and permits that indicates whether the license or permit is for medical cannabis activity, commercial cannabis activity or both or for cannabis training and education programs.

D. The division shall issue a license to a cannabis retailer applicant at a discount if the applicant provides documentation of an agreement to accept cannabis products on consignment from a cannabis producer microbusiness or an integrated cannabis microbusiness licensed pursuant the Cannabis Regulation Act.

E. A license is valid for twelve months from the date the license is issued and may be renewed annually, except that a license issued for a cannabis training and education program is valid until terminated by the licensee or suspended or revoked by the division.

F. The director shall not renew a license issued pursuant to the provisions of the Cannabis Regulation Act until the director receives notification from the secretary of taxation and revenue or the secretary's designee that on a certain date:

(1) the licensee is not a delinquent taxpayer; and

(2) there are no unfiled tax returns due from engaging in business authorized by the license.

G. No license shall be transferable or assignable from a licensee to another person. The division shall not allow a person that is licensed as any type of cannabis establishment other than a cannabis research laboratory to hold, directly or indirectly, a cannabis testing laboratory license.

H. Except for verification of age, the division shall not require licensees to request information from consumers or impose any residency requirement upon consumers for the purchase of cannabis products pursuant to the commercial cannabis activity authorized by the Cannabis

Regulation Act. The division may require licensees to request information from consumers for the purchase of cannabis products pursuant to the medical cannabis program, which may include the presentation of legal identification issued by an authorized governmental entity or other documents as required by the medical cannabis program.

I. Except as otherwise provided in the Cannabis Regulation Act, the division shall not limit the number of licensed premises a licensee may occupy or operate under a license. Multiple licensees may occupy a single licensed premises, and the division shall not place any restriction or prohibition on the number of licensees occupying a single licensed premises or on the number of licensed premises of a cannabis establishment except as otherwise specifically provided for by the Cannabis Regulation Act. A licensee may conduct any lawful activity or any combination of lawful activities at a licensed premises; provided that the licensee is not a licensee pursuant to the Liquor Control Act. Smoking in a cannabis consumption area on a licensed premises shall be allowed only if the cannabis consumption area is in a designated smoking area or in a standalone building from which smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited pursuant to the Dee Johnson Clean Indoor Air Act.

J. Licensees are specifically allowed to conduct

other licensed activities, including activities pursuant to the Hemp Manufacturing Act, except for sales of alcoholic beverages.

K. A person properly licensed and in good standing pursuant to the Lynn and Erin Compassionate Use Act on the effective date of the Cannabis Regulation Act may continue to operate under that license for medical cannabis until comparable licenses for commercial cannabis activity are available. The division shall determine when retail sales of commercial cannabis products begin, but no later than April 1, 2022. A facility of such a licensee, upon issuance of the applicable cannabis establishment license, shall constitute licensed premises of the licensee and the licensee shall be entitled to continued and uninterrupted operations of the licensed premises. As to activity under the medical cannabis program, the licensee shall continue to operate under rules promulgated for the medical cannabis program until the division promulgates rules for medical cannabis activity, except that a qualified patient, a primary caregiver and a reciprocal participant shall not be prohibited from purchasing and obtaining cannabis products pursuant to the medical cannabis program.

L. To address a shortage of cannabis supply in the medical cannabis program, the division may:

(1) require all cannabis establishment

licensees to ensure that at least ten percent of their cannabis in stock on a monthly basis is designated for sale to qualified patients, primary caregivers and reciprocal participants;

(2) initially take reasonable measures to expeditiously incentivize increased production of cannabis plants to remedy a shortage of cannabis supply in the medical cannabis program;

(3) after having first exhausted measures to increase production of cannabis plants to address the shortage of cannabis supply in the medical cannabis program, exclude commercial cannabis activity from the scope of new licenses issued to initial applicants for a vertically integrated cannabis establishment, cannabis producer, integrated cannabis microbusiness, cannabis producer microbusiness or cannabis manufacturer license, which limitation shall be in force for a period of at least six months; and

(4) require licensees who are licensed to produce cannabis to produce a specified quota of mature cannabis plants to be designated for use in the medical cannabis program; provided that:

(a) the division may require a licensee to devote no more than twenty-five percent of the licensee's cultivated cannabis plants on a monthly basis for use in the

medical cannabis program; and

(b) the division may require specific tracking of cannabis plants.

M. As used in this section, "shortage of cannabis supply in the medical cannabis program" means that the average number of cannabis plants in production in the medical cannabis program per qualified patient after the effective date of the Cannabis Regulation Act is substantially less than the average number of cannabis plants in production in the medical cannabis program per qualified patient as of the effective date of the Cannabis Regulation Act, where:

(1) the average number of cannabis plants in production after the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months; and

(2) the average number of cannabis plants in production as of the effective date of the Cannabis Regulation Act is measured over a period of three consecutive months immediately preceding the effective date of the Cannabis Regulation Act.

N. A person who is a member of the New Mexico senate or the New Mexico house of representatives on the effective date of the Cannabis Regulation Act shall not apply for or be granted a license to engage in any commercial

cannabis activity prior to July 1, 2026.

SECTION 7. COMMERCIAL CANNABIS ACTIVITY LICENSING--APPLICATION--ISSUANCE AND DENIAL OF A LICENSE.--

A. A license issued pursuant to the Cannabis Regulation Act shall not be subject to execution, attachment, a security transaction, liens or receivership.

B. In carrying out its commercial cannabis activity licensing duties, the division shall:

(1) no later than September 1, 2021, accept and begin processing license applications for cannabis producers, cannabis producer microbusinesses and any person properly licensed and in good standing as a licensed cannabis producer pursuant to the Lynn and Erin Compassionate Use Act;

(2) no later than January 1, 2022, accept and begin processing license applications for all license types;

(3) require as a condition of licensing pursuant to the Cannabis Regulation Act that the applicant demonstrate that the applicant has a legal right to a commercial water supply, water rights or another source of water sufficient to meet the water needs as determined by the division related to the license as evidenced by documentation from the office of the state engineer of a valid water right or from a water provider that the use of water for cannabis production is compliant with that water provider's rules;

(4) if an applicant applies for a cannabis producer license or a cannabis manufacturer license, in addition to the requirements in Paragraph (3) of this subsection, require that the applicant submit a plan to use, or demonstrate to the division that the applicant cannot feasibly use, energy and water reduction opportunities, including:

(a) for a cannabis producer, drip irrigation and water collection;

(b) natural lighting and energy efficiency measures; and

(c) renewable energy generation; and

(5) allow commercial cannabis activity retail sales no later than April 1, 2022 and otherwise allow activities authorized by the Cannabis Regulation Act or the medical cannabis program as of the time of licensure of a licensee, so long as a minimum of twenty-five percent of monthly cannabis sales are to qualified patients, primary caregivers and reciprocal participants or sold wholesale to other licensees that meet or exceed the twenty-five percent sales to qualified patients, primary caregivers and reciprocal participants until December 31, 2022.

C. Once the division deems an application complete, the division has ninety days to issue or deny a license application.

D. The division shall deny an application for an initial license or renewal if:

(1) the application does not include information required by the division; or

(2) the applicant or a controlling person of the applicant has been convicted of an offense that is substantially related to the qualifications, functions or duties of the applicant's business; provided that if the division determines that the applicant or controlling person is otherwise qualified for a license and that issuing a license to the applicant would not compromise public safety, the division shall conduct a thorough review of the conviction, including the nature of the offense, surrounding circumstances and any evidence of the applicant's or controlling person's rehabilitation following the conviction, and based on that review, determine whether the applicant should be issued a license.

E. For purposes of Subsection D of this section, the following are considered substantially related to the qualifications, functions or duties of a person seeking a license:

(1) a felony conviction involving fraud, deceit or embezzlement;

(2) a felony conviction for hiring, employing or otherwise using a person younger than eighteen

years of age to:

(a) prepare for sale, transport or carry a controlled substance; or

(b) sell, give away or offer to sell a controlled substance to any person; and

(3) any other offense as determined by the division.

F. A conviction for which the related sentence, including any term of probation or parole, is completed for the possession, use, manufacture, distribution or dispensing or the possession with the intent to manufacture, distribute or dispense cannabis is not considered substantially related to the qualifications, functions or duties of a person seeking a license and shall not be the sole ground on which an application is denied. The division shall comply with the provisions of the Criminal Offender Employment Act.

G. The division shall deny an application if an applicant, a controlling person or the premises for which a license is sought does not qualify for licensure pursuant to the Cannabis Regulation Act.

H. The division shall not license a person who has had a license that was issued pursuant to the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act revoked by the division or the department of health in the three years immediately preceding the date on which the

person filed a new application.

I. Unless otherwise provided in the Cannabis Regulation Act, a person whose license has been revoked may reapply for a license after a period of three years. The division may consider all of the circumstances resulting in the revocation in determining whether to issue a new license.

J. The division shall adopt rules providing for submission of an applicant's fingerprints to the federal bureau of investigation to conduct a national criminal history background check and to the department of public safety to conduct a state criminal history check for the following licensees:

(1) cannabis manufacturer;

(2) cannabis producer;

(3) cannabis producer microbusiness;

(4) cannabis research laboratory;

(5) cannabis retailer;

(6) cannabis testing laboratory;

(7) integrated cannabis microbusiness; and

(8) vertically integrated cannabis establishment.

K. The division shall conduct national criminal history background checks and state criminal history checks on the following:

(1) if an applicant is a limited

partnership, each partner of the limited partnership;

(2) if the applicant is a limited liability company, each member of the limited liability company;

(3) if the applicant is a corporation, each director and officer of the corporation; and

(4) any controlling person of the applicant.

L. Arrest record information received from the federal bureau of investigation and the department of public safety shall be confidential, shall not be considered a public record pursuant to the Public Records Act and shall not be disclosed to persons not directly involved in the decision affecting the applicant.

M. Electronic live fingerprint scans may be used when conducting criminal history background checks.

SECTION 8. LICENSEES--DISCIPLINARY ACTIONS--SANCTIONS--CIVIL PENALTY.--

A. A violation of the provisions of the Cannabis Regulation Act by a licensee is grounds for disciplinary action.

B. The division may:

(1) impose an intermediate sanction established by rule;

(2) impose a directed plan of correction;

(3) assess a civil monetary penalty established by rule; provided that a civil monetary penalty

shall not exceed ten thousand dollars ($10,000) per violation; and provided further that penalties and interest recovered pursuant to the Cannabis Regulation Act on behalf of the state shall be remitted to the state treasurer for deposit in the current school fund; or

(4) suspend or revoke the license.

C. The division shall promulgate rules specifying the criteria for imposition of sanctions and civil monetary penalties.

D. The provisions of this section do not apply to occupational health and safety rules promulgated pursuant to Section 3 of the Cannabis Regulation Act.

E. A person aggrieved by an action taken by the division pursuant to this section may request and receive a hearing with the superintendent for the purpose of reviewing the action in accordance with the Uniform Licensing Act.

SECTION 9. APPLICATION AND LICENSING FEES.--

A. Every application for the issuance or renewal of the following licenses shall be accompanied by a license fee in the following specified amounts:

(1) a cannabis courier license, up to one thousand five hundred dollars ($1,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(2) a cannabis testing laboratory license,

up to two thousand five hundred dollars ($2,500) per year and an additional fee of up to one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(3) a cannabis manufacturer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(4) a cannabis producer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(5) a cannabis retailer license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(6) a cannabis research laboratory license, two thousand five hundred dollars ($2,500) per year and an additional fee of one thousand dollars ($1,000) per year for each additional licensed premises of the licensee;

(7) a vertically integrated cannabis establishment license, seven thousand five hundred dollars ($7,500) per year and an additional fee of one thousand dollars ($1,000) per year for each licensed premises of the licensee;

(8) a cannabis producer microbusiness

license, up to one thousand dollars ($1,000) per year;

(9) an integrated cannabis microbusiness license, up to two thousand five hundred dollars ($2,500) per year and an additional fee of five hundred dollars ($500) per year for each licensed premises of the licensee; and

(10) a cannabis consumption area, up to two thousand five hundred dollars ($2,500) per year.

B. Except for cannabis producer microbusinesses and integrated cannabis microbusinesses, a licensee cultivating cannabis plants shall be assessed an additional annual fee no greater than fifty dollars ($50.00) per mature cannabis plant at the time of licensing or renewal.

C. A licensee may increase the number of mature plants licensed at the time of renewal and one other time per year in increments of five hundred mature plants. Fees may be prorated for the remainder of the licensing year.

D. The initial application fee and the annual renewal fee for a vertically integrated cannabis establishment license shall not exceed one hundred twenty-five thousand dollars ($125,000) for a license for both medical cannabis activity and commercial cannabis activity. The initial application fee and the annual renewal fee for a license or renewal of a license that authorizes only medical cannabis activity shall be one-half the fee applicable to a license authorizing both medical cannabis activity and

commercial cannabis activity.

E. If a cannabis producer microbusiness or an integrated cannabis microbusiness enters into a business arrangement with another licensee with the purpose or having the effect of evading the limitations of the licensee's license, such licensee shall not be eligible for the lower fee prescribed in Subsection A of this section and shall pay the per-plant fee prescribed in Subsection B of this section.

F. The division shall collect all renewal fees, including the renewal fees for all licensed premises, at the time of renewal of a license.

G. The fee for the issuance of a cannabis server permit shall not exceed thirty-five dollars ($35.00).

H. The division shall deposit all fees collected pursuant to the Cannabis Regulation Act in the cannabis regulation fund.

SECTION 10. CANNABIS TRAINING AND EDUCATION PROGRAM LICENSING--SANCTIONS.--

A. The division shall begin licensing cannabis training and education programs no later than January 1, 2022.

B. The division may suspend a license for repeated violations of the same serious and substantial rule promulgated pursuant to the Cannabis Regulation Act pertaining to public health and safety.

SECTION 11. CANNABIS SERVER PERMITS--CANNABIS SERVERS--PERMIT REQUIRED--APPLICATIONS--EDUCATION PROGRAM APPROVAL REQUIRED--ISSUANCE OR DENIAL OF A PERMIT OR APPROVAL--PENALTIES.--

A. The division shall promulgate rules consistent with this section and industry standards for issuance of a cannabis server permit and licenses for a cannabis consumption area. A cannabis research laboratory or an employee of the laboratory is not required to obtain or possess a cannabis server permit while performing activities authorized pursuant to a cannabis research laboratory.

B. The division shall issue cannabis server permits to persons twenty-one years of age or older who satisfy the requirements of this section and rules promulgated by the division. An applicant shall provide proof of satisfactory completion of a program provided by a cannabis server permit education provider approved by the division. A person shall not be employed as a cannabis server on a licensed premises unless that person obtains a cannabis server permit within thirty days of employment.

C. The cannabis server education program curriculum shall include the following subjects:

(1) the effect cannabis products have on the body and behavior, including the effect on a person's ability to operate a motor vehicle when under the influence of

cannabis products;

(2) the effect cannabis products have on a person when used in combination with alcohol or legal or illegal drugs;

(3) state laws concerning cannabis licensure, cannabis liability issues and driving under the influence of cannabis;

(4) methods of recognizing problem cannabis product users and techniques for intervening with problem cannabis product users;

(5) methods of identifying false driver's licenses and other documents used as evidence of age and identity to prevent the sale of cannabis products to a person under twenty-one years of age pursuant to the Cannabis Regulation Act; and

(6) harm reduction practices related to cannabis use.

D. A cannabis server permit is the property of the state and shall be immediately returned to the division upon suspension or revocation or denial of renewal of a permit.

E. Cannabis server permits shall be valid for a period of three years from the date the permit is issued and may be renewed upon providing proof that the permit holder has successfully completed up to four and one-half hours of continuing education and an examination as determined by the

division.

F. In addition to any other penalties provided by law, the following penalties may be imposed for sales, service or dispensing a cannabis product to a person under twenty-one years of age in violation of the provisions of the Cannabis Regulation Act or rules of the division:

(1) the division may suspend a cannabis server permit for a period of thirty days if the director finds that the cannabis server is guilty of a first offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age;

(2) the division shall suspend a cannabis server permit for a period of one year when the division finds that the cannabis server is guilty of a second offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incident giving rise to the cannabis server's first offense;

(3) the division shall permanently revoke a cannabis server permit when it finds that the cannabis server is guilty of a third offense of selling, serving or dispensing a cannabis product to a person under twenty-one years of age in violation of the Cannabis Regulation Act arising separately from the incidents giving rise to the cannabis server's first and second offenses; and

(4) no person whose cannabis server permit is suspended pursuant to the provisions of this section shall offer, sell, serve or dispense a cannabis product as part of commercial cannabis activity in a cannabis consumption area during the period of suspension.

SECTION 12. LOCAL CONTROL.--

A. A local jurisdiction may:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) unless licensed pursuant to the Lynn and Erin Compassionate Use Act, access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the

establishment or microbusiness was licensed.

B. A local jurisdiction shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

SECTION 13. LICENSEE PROTECTIONS.--

A. Conduct by a licensee or a licensee representative that is allowed pursuant to a license and conduct by a person that allows property to be used by a

licensee or a licensee representative for conduct allowed pursuant to a license is lawful, not a violation of state or local law and is not a basis for seizure or forfeiture of any property or assets under state or local law.

B. The state or a local jurisdiction shall not impose a criminal, civil or administrative penalty on a licensee, a licensee representative or a person that allows property to be used by a licensee or a licensee representative pursuant to a license, solely for conduct allowed pursuant to a license.

SECTION 14. PROTECTION OF UNDERAGE PERSONS--PROVIDING CANNABIS PRODUCTS TO MINORS--PENALTIES.--

A. Except as allowed pursuant to the Cannabis Regulation Act, it is a violation of that act for a person, including a person licensed pursuant to the provisions of that act, or an employee, agent or lessee of that person, if the person knows or has reason to know that the person is violating the provisions of this section, to knowingly and intentionally:

(1) sell, serve or give cannabis products to a person under twenty-one years of age or allow a person under twenty-one years of age to consume cannabis products on the licensed premises;

(2) buy cannabis products for or procure the sale or service of cannabis products to a person under

twenty-one years of age;

(3) deliver cannabis products to a person under twenty-one years of age; or

(4) aid or assist a person under twenty-one years of age to buy, otherwise procure or be served cannabis products.

B. A licensee shall not employ a person younger than twenty-one years of age to engage in a commercial cannabis activity.

C. The division shall suspend or revoke the license and may fine the licensee in an amount not to exceed ten thousand dollars ($10,000), or both, when the division finds that a licensee or the licensee's employee or agent knowingly has sold, served or given any cannabis product to a person under twenty-one years of age.

D. The establishment of all of the following facts by a licensee prosecuted for a violation of Subsection D of this section and a cannabis server for a violation of Subsection F of Section 11 of the Cannabis Regulation Act shall constitute a defense:

(1) that the purchaser falsely represented in writing; by producing a driver's license bearing the purchaser's photograph; by producing a photographic identification card issued by the motor vehicle division of the taxation and revenue department; or by producing a

similar identification card issued pursuant to the laws of this state, another state, the federal government or the government of an Indian nation, tribe or pueblo that the person was twenty-one years of age or older;

(2) that the purchaser's appearance was such that an ordinary, prudent person would believe that the purchaser was twenty-one years of age or older; and

(3) that the sale was made in good faith, relying upon the purchaser's false written representation, driver's license or identification card produced as provided in Paragraph (1) of this subsection, and with the reasonable belief that the purchaser was actually twenty-one years of age or older.

E. Nothing in this section shall be construed or interpreted to prevent:

(1) the division from enforcing its rules against a licensee;

(2) a state agency from enforcing a law or rule that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act; or

(3) a local jurisdiction from enforcing a local ordinance that does not conflict with the Cannabis Regulation Act or rules promulgated pursuant to that act.

SECTION 15. TRANSPORT VIA COURIER.--

A. A vertically integrated cannabis establishment,

cannabis retailer or integrated cannabis microbusiness may courier cannabis products.

B. A courier may accept payment for services using any legal method of payment or payment on delivery.

SECTION 16. PACKAGING AND LABELING.--Before sale or transport via cannabis courier of a cannabis product, the cannabis product shall be labeled and packaged as provided in Section 17 of the Cannabis Regulation Act.

SECTION 17. CANNABIS PRODUCTS--PACKAGING AND LABELING--DIVISION RULEMAKING.--

A. Cannabis or cannabis extract included in a cannabis product that is manufactured in compliance with applicable law is not considered to be an adulterant under state law.

B. The division shall promulgate rules consistent with industry standards for cannabis products that establish labeling and packaging requirements, including that:

(1) packages shall be resealable, child-resistant, compostable and recyclable or made from recycled materials;

(2) packages and labels shall not be designed to be appealing to a child; and

(3) labels shall include:

(a) for a package containing only cannabis leaf or flower, the net weight of cannabis in the

package;

(b) identification of the licensee or licensees that produced or manufactured the cannabis product, the date on which the cannabis was harvested, the type of cannabis product and the date on which the cannabis product was manufactured and packaged;

(c) potency and pesticide use;

(d) a list of pharmacologically active ingredients;

(e) for cannabis products containing non-cannabis ingredients, a list of all ingredients and a disclosure of nutritional information for the product or cannabis extract disclosed in the same manner required under federal law for nutritional labeling for food for human consumption;

(f) a warning if nuts or other known allergens are used in the item or in its manufacture;

(g) a logo designed by the division that is distinctive in design, color, size and location such that the logo notifies a reasonable person that the package contains cannabis;

(h) a warning of possible adverse effects of consumption and the New Mexico poison and drug information center phone number;

(i) an expiration date; and

(j) other information as required by rules promulgated pursuant to the Cannabis Regulation Act.

SECTION 18. TESTING CANNABIS PRODUCTS--HEALTH AND SAFETY OF EMPLOYEES.--

A. A cannabis testing laboratory's testing of cannabis products shall comply with the requirements set forth in applicable law and rules.

B. In consultation with the department of environment and consistent with industry standards, the division shall promulgate rules to:

(1) ensure that testing of cannabis products occurs prior to distribution to cannabis retailers or sales by integrated cannabis microbusinesses;

(2) specify how often licensees shall test cannabis products;

(3) specify which persons bear the cost of testing cannabis products and medical cannabis;

(4) provide for recordkeeping;

(5) establish chain of custody protocols for testing sample transportation;

(6) ensure that testing samples are transported and stored in a manner that prevents degradation, contamination, tampering or diversion;

(7) specify protocols for testing sample collection that ensure accurate test results, including

requiring that testing samples be collected by laboratory staff trained in testing sample collection; and

(8) require destruction of a tested batch of cannabis products if the testing samples from the tested batch indicate noncompliance with applicable health and safety standards promulgated by the division, unless remedial measures can bring the cannabis products into compliance with the standards or the cannabis products can be used for research purposes.

C. Beginning no later than April 1, 2022, the division shall identify, in consultation with the department of environment, a set of updated certified reference materials for laboratory testing to be measured against.

D. The division shall work cooperatively with the department of environment to implement inspection of cannabis establishments to ensure the health and safety of employees in accordance with the Occupational Health and Safety Act and to determine compliance with rules promulgated by the environmental improvement board.

SECTION 19. RESEARCHING CANNABIS--RECORDKEEPING.--

A. A cannabis research laboratory's research of cannabis shall comply with the requirements set forth in applicable law and rules.

B. The division shall develop rules and procedures consistent with industry standards to provide for

recordkeeping to ensure that cannabis products are not removed from the cannabis research laboratory premises.

SECTION 20. ADVERTISING AND MARKETING RESTRICTIONS.--The division shall promulgate rules consistent with industry standards that:

A. prohibit the advertisement and marketing of cannabis products:

(1) on radio, television or other broadcast media, internet pop-ups and mass transit vehicles; provided that the division shall not prohibit advertising and marketing to:

(a) subscribers of subscription-based radio, television or other broadcast media who are twenty-one years of age or older; or

(b) persons twenty-one years of age or older who have solicited the advertising or marketing;

(2) that are false, deceptive or misleading, including making unproven health benefit claims;

(3) that are on billboards, posters, handbills or other visual media that are located or can be viewed within three hundred feet of a school, daycare center or church;

(4) that depict consumption by children or other persons who appear to be younger than twenty-one years of age;

(5) that use predatory marketing and advertising practices targeting minors; or

(6) that are designed using cartoon characters or to mimic any other product brand; and

B. require:

(1) all advertisements and marketing to accurately and legibly identify all persons responsible for its content; and

(2) advertisements in print and digital communications to be placed only where the audience is reasonably expected to be twenty-one years of age or older as determined by reliable, current audience composition data.

SECTION 21. CONTRACTS.--A contract related to the operation of a license is enforceable, and a contract entered into by a licensee or a licensee representative for conduct allowed pursuant to a cannabis establishment license or entered into by a person who allows property to be used by a licensee or a licensee representative for conduct allowed pursuant to a license shall not be deemed unenforceable on the basis that the conduct allowed pursuant to the license is prohibited by federal law.

SECTION 22. PROVISION OF PROFESSIONAL SERVICES.--An attorney, accountant, insurance agent, real estate agent, security guard or other person engaged in a profession subject to state licensure shall not be subject to

disciplinary action by a professional association, a state professional board or a state licensing entity because the professional provides professional services or assistance to prospective or licensed cannabis establishments or another person in connection with activity that the professional reasonably believes complies with the Cannabis Regulation Act and rules promulgated pursuant to that act.

SECTION 23. MEDICAL CANNABIS PROVISIONS UNAFFECTED.--Nothing in the Cannabis Regulation Act shall be construed to limit a privilege or right of a qualified patient, a primary caregiver or a reciprocal participant participating in the medical cannabis program or the use, dispensing, possession, prescribing, storage or transport of a prescription drug containing cannabis that is approved pursuant to the Federal Food, Drug, and Cosmetic Act.

SECTION 24. PROTECTIONS FOR THE USE OF CANNABIS.--

A. Conduct allowed pursuant to the Cannabis Regulation Act shall not in itself constitute grounds for a holder of a professional or occupational license to be subject to professional discipline for providing advice or services related to cannabis establishments or applications to operate cannabis establishments on the basis that cannabis is illegal under federal law.

B. An applicant for a professional or occupational license shall not be denied a license based solely on

previous employment related to cannabis establishments.

C. A person shall not be denied parental rights or custody of or visitation with a minor child by the state or local government based solely on conduct that is lawful pursuant to the Cannabis Regulation Act. Nothing in this subsection prevents law enforcement, the children, youth and families department or the courts from acting in the best interests of the minor child.

D. A person currently under parole, probation or other state supervision or released awaiting trial or other hearing shall not be punished or otherwise penalized based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless prohibition on the use or possession of cannabis has been a specific condition of parole, probation or other state supervision or release awaiting trial or other hearing.

E. A person shall not be denied eligibility in public assistance programs or denied health care based solely on conduct that is lawful pursuant to the Cannabis Regulation Act unless required by federal law.

SECTION 25. PERSONAL USE OF CANNABIS.--

A. The following conduct is lawful for a person who is twenty-one years of age or older and shall not constitute grounds for detention, search or arrest of a person or search of property, and cannabis products that

relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) possessing, using, being under the influence of, displaying, purchasing, obtaining or transporting not more cannabis than authorized by the Cannabis Regulation Act or the medical cannabis program;

(2) possessing in excess of two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis if the excess is stored in the person's private residence and not visible from a public place;

(3) transferring, without financial consideration, to a person who is twenty-one years of age or older not more than the amount of cannabis lawfully purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(4) ingesting or otherwise consuming cannabis or cannabis products purchased and obtained pursuant to the Cannabis Regulation Act or the medical cannabis program;

(5) possessing, using, displaying, purchasing, obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide or no solvents;

(6) manufacturing, transporting or giving away to a person twenty-one years of age or older cannabis paraphernalia;

(7) assisting another person who is twenty-one years of age or older in, or allowing property to be used in, any of the acts described in Paragraphs (1) through (6) of this subsection;

(8) smoking cannabis or cannabis products in an area authorized pursuant to the Cannabis Regulation Act or a local jurisdiction;

(9) possessing, planting, cultivating, harvesting, drying, manufacturing cannabis products using nonvolatile solvents, alcohol or carbon dioxide or no solvents or transporting not more than six mature cannabis plants and six immature cannabis plants per person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits; and

(10) transporting homegrown cannabis or mature or immature cannabis plants when the person is moving the person's residence to another location or for purposes of testing or manufacturing.

B. Paragraph (6) of Subsection A of this section is intended to meet the requirements of 21 U.S.C. Section 863(f) by authorizing under state law any person in compliance with this section to manufacture, possess or distribute cannabis paraphernalia.

C. None of the following shall, individually or in combination with each other, constitute reasonable articulable suspicion of a crime and is not a basis to stop, detain or search a person:

(1) the odor of cannabis or cannabis extract or of burnt cannabis or cannabis extract;

(2) the possession of or the suspicion of possession of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis; or

(3) the possession of multiple containers of cannabis without evidence of quantity in excess of two ounces of cannabis, sixteen grams of cannabis extract or eight hundred milligrams of edible cannabis.

D. Paragraph (1) of Subsection A and Subsection C of this section shall not apply when a law enforcement officer is investigating whether a person is operating a vehicle or watercraft while intoxicated or under the influence of or impaired by alcohol or a drug or any combination thereof in violation of Section 66-8-102 or

66-13-3 NMSA 1978.

SECTION 26. LIMITS ON PERSONAL USE--PENALTIES.--

A. Nothing in Section 25 of the Cannabis Regulation Act shall be construed to:

(1) allow a person to smoke cannabis products in a public place, except in a cannabis consumption area; or

(2) restrict the ability of a person to prohibit conduct otherwise allowed in the Cannabis Regulation Act on the person's privately owned property.

B. A person who violates Paragraph (1) of Subsection A of this section shall be subject to a civil penalty of fifty dollars ($50.00).

C. As used in this section, "smoke" means to inhale, exhale, burn or carry any lighted or heated device or pipe or any other lighted or heated cannabis products intended for inhalation, whether natural or synthetic, in any manner or in any form.

D. A person less than eighteen years of age, the family of a person less than eighteen years of age or a person legally obligated to care for and support a person less than eighteen years of age who is subject to the fines pursuant to Subsection B of this section shall not be required to pay any fees or fines pursuant to the Cannabis Regulation Act.

SECTION 27. PERSONAL PRODUCTION OF CANNABIS--PENALTIES.--

A. Unless otherwise provided in the Cannabis Regulation Act, it is unlawful for a person without a license to intentionally produce cannabis products except as provided in this section.

B. A person twenty-one years of age or older who intentionally produces:

(1) more than six and up to twelve mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00); and

(2) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and may be sentenced as provided in Section 31-18-15 NMSA 1978.

C. A person who is eighteen years of age or older but less than twenty-one years of age who intentionally produces:

(1) up to six mature or immature cannabis plants shall be issued a penalty assessment pursuant to Section 31-19A-1 NMSA 1978 and is subject to a fine of fifty dollars ($50.00);

(2) more than six mature or immature cannabis plants and up to twelve mature or immature cannabis plants is guilty of a misdemeanor and shall be sentenced

pursuant to the provisions of Section 31-19-1 NMSA 1978; and

(3) more than twelve mature or immature cannabis plants is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

D. A person who is less than eighteen years of age who intentionally produces cannabis products is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the minor; or

(2) four hours of community service.

SECTION 28. UNLICENSED SALES OF CANNABIS--PENALTIES.--

A. As used in this section, "traffic" means the:

(1) distribution, sale, barter or giving away of cannabis products; or

(2) possession with intent to distribute, sell, barter or give away cannabis products.

B. Unless otherwise provided in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, it is unlawful for a person without a license to intentionally traffic cannabis products.

C. A person under eighteen years of age who violates Subsection B of this section shall be subject to:

(1) attendance at a four-hour evidence-based

drug education and legal rights program at no cost to the person; or

(2) four hours of community service.

D. Except as otherwise provided in Section 14 of the Cannabis Regulation Act, a person eighteen years of age or older who violates Subsection B of this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

E. A person eighteen years of age or older who violates Subsection B of this section and who conducts unlicensed cannabis product sales from a building, room or other area open to the public in a manner that would lead a reasonable person to believe that the area is a cannabis establishment licensed pursuant to the Cannabis Regulation Act is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 29. CANNABIS WITHIN RESTRICTED AREA--PENALTY.--Unless otherwise allowed in the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, a person shall not possess or intentionally distribute any amount of a cannabis product on the premises of a school or daycare center unless the person is a qualified patient, a primary caregiver or a reciprocal participant; provided that this section shall not apply to a person who possesses a cannabis product for

authorized purposes on the premises of a licensed cannabis training and education program. A person who violates this section is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978.

SECTION 30. UNLAWFUL POSSESSION OF CANNABIS--PENALTIES.--Except as allowed in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act:

A. a person under twenty-one years of age shall not possess cannabis products. A person who violates this subsection is guilty of a civil violation and shall be subject to:

(1) attendance at a four-hour evidence-based drug education and legal rights program at no cost to the person; or

(2) four hours of community service; and

B. a person twenty-one years of age or older shall not possess more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis in public. A person who violates this subsection with respect to:

(1) more than two but not more than eight ounces of cannabis, more than sixteen grams of cannabis extract and more than eight hundred milligrams of edible cannabis is guilty of a misdemeanor and shall be sentenced pursuant to the provisions of Section 31-19-1 NMSA 1978; or

(2) more than eight ounces of cannabis, sixty-four grams of cannabis extract or three thousand two hundred milligrams of edible cannabis is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 31. UNLICENSED MANUFACTURING OF CANNABIS EXTRACT--PENALTY.--It is unlawful for a person to manufacture cannabis extract without a license issued pursuant to the Cannabis Regulation Act unless the person produces and manufactures cannabis extract from homegrown cannabis using nonvolatile solvents, alcohol or carbon dioxide or no solvents. The use of any other solvent or process is expressly prohibited unless it is approved by the division. A person who violates this section is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

SECTION 32. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES--RESEARCHERS.--A person shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege solely because the person produced, possessed, distributed, dispensed or purchased cannabis products if the person produced, possessed, distributed, dispensed or purchased the cannabis products solely for the purpose of research conducted pursuant to the Lynn and Erin Compassionate Use Act or the Cannabis Regulation Act.

SECTION 33. REPORTING REQUIREMENTS FOR CANNABIS-RELATED VIOLATIONS.--

A. Within sixty days following the end of each fiscal year, every police and sheriff's department shall report on a form approved by the department of public safety the total number of arrests, citations and penalty assessments for cannabis-related violations broken down by:

(1) category and penalty level; and

(2) race, ethnicity, age and gender.

B. Each law enforcement agency shall submit its annual report to the department of public safety.

C. The department of public safety shall compile the reports submitted and shall issue by November 1 of each year an annual report of all cannabis-related violations in the state. The report shall aggregate the data for the state and shall disaggregate the data by agency, race, ethnicity, age and gender. The department of public safety shall make all annual reports submitted for previous fiscal years available on the department of public safety's website.

D. For purposes of this section, "cannabis-related violation" means a violation of any of Sections 27 through 31 of the Cannabis Regulation Act or a violation of Section 66-8-102 or 66-13-3 NMSA 1978 if the basis for the arrest or citation is impairment due to the use of cannabis products.

SECTION 34. EMPLOYER PROTECTIONS--EXEMPTIONS.--

A. Unless there is an agreement between the employer and employee, nothing in the Cannabis Regulation Act shall:

(1) restrict an employer's ability to prohibit or take an adverse employment action against an employee for impairment by or possession or use of intoxicating substances at work or during work hours;

(2) require an employer to commit any act that would cause the employer to be noncompliant with or in violation of federal law or federal regulations or that would result in the loss of a federal contract or federal funding; or

(3) prevent or infringe upon the rights of an employer to adopt and implement a written zero-tolerance policy regarding the use of cannabis products. A zero-tolerance policy may permit the discipline or termination of an employee on the basis of a positive drug test that indicates any amount of delta-9-tetrahydrocannabinol or delta-9-tetrahydrocannabinol metabolite.

B. The Cannabis Regulation Act does not apply to an employee of an employer subject to the provisions of Title 2 of the federal Railway Labor Act.

C. Nothing in the Cannabis Regulation Act shall be construed to invalidate, diminish or otherwise interfere with

any collective bargaining agreement nor shall it be construed to invalidate, diminish or otherwise interfere with any party's power to collectively bargain such an agreement, or to an employer or employee.

D. As used in this section, "adverse employment action" means refusing to hire or employ a person; barring or discharging a person from employment; requiring a person to retire from employment; or discriminating against an employee in compensation or in terms, conditions or privileges of employment.

SECTION 35. APPEAL OF RULES.--A person who is or may be affected by a rule promulgated by the division or other state agency pursuant to the Cannabis Regulation Act may appeal to the district court.

SECTION 36. PUBLIC RECORDS AND OPEN MEETINGS.--Records of the division are subject to the Inspection of Public Records Act. Rulemaking and other hearings of the division are subject to the Open Meetings Act.

SECTION 37. INTRASTATE SOURCE.--Except as provided in Section 38 of the Cannabis Regulation Act, all cannabis products shall be derived from a source originating within New Mexico.

SECTION 38. IMPORTS AND EXPORTS.--

A. Notwithstanding the provisions of Section 37 of the Cannabis Regulation Act or any other provision of law,

the governor shall enter into agreements with other jurisdictions within or outside of the United States for the purposes of cross-jurisdictional delivery of cannabis products between this state and the other jurisdictions. Such agreements shall:

(1) ensure enforceable public health and safety standards;

(2) include a system to regulate and track the interstate or international delivery of cannabis products; and

(3) ensure that any cannabis products delivered into this state, prior to sale to a consumer, are tested, packaged and labeled pursuant to New Mexico laws and rules.

B. Notwithstanding any other provision of law and in accordance with an agreement described in Subsection A of this section, a person licensed to:

(1) courier cannabis products may deliver cannabis products to a person located in, and authorized to receive cannabis products by, another jurisdiction in the United States; and

(2) receive cannabis products may receive cannabis products from a person located in, and authorized to export cannabis products by, another jurisdiction in the United States or internationally.

C. This section shall take effect on the earlier date on which:

(1) federal law is amended to allow for the interstate or international transfer of cannabis products between authorized cannabis-related businesses; or

(2) the United States department of justice issues an opinion or memorandum allowing or tolerating the interstate or international transfer of cannabis products between cannabis-related businesses as authorized by state law.

SECTION 39. CANNABIS REGULATION FUND.--

A. The "cannabis regulation fund" is created in the state treasury. The fund consists of appropriations, gifts, grants, donations and fees collected by the division pursuant to the Cannabis Regulation Act and the medical cannabis program administered by the division. Any unexpended or unencumbered balance remaining at the end of a fiscal year shall revert to the general fund.

B. Money in the cannabis regulation fund is subject to appropriation by the legislature to fund the division, the department of health, the department of environment, the New Mexico department of agriculture, the taxation and revenue department and the department of public safety for the purposes of carrying out the provisions of the Cannabis Regulation Act and the Lynn and Erin Compassionate

Use Act.

SECTION 40. PLANT LIMIT.--No later than September 1, 2021, and each September 1 thereafter, the division shall by rule limit, by plant count, canopy or square footage, the number of cannabis plants that a licensee that is not an integrated cannabis microbusiness or a cannabis producer microbusiness may produce. The rule shall set the number of allowed cannabis plants per licensee to meet an average national market demand for cannabis products in states where adult and medical cannabis are authorized during the preceding year using a consumer base of no less than twenty percent of the adult population of New Mexico.

SECTION 41. INDIAN NATIONS, TRIBES AND PUEBLOS--INTERGOVERNMENTAL AGREEMENTS.--

A. The department may enter into one or more intergovernmental agreements with any tribal government to efficiently coordinate the cross-jurisdictional administration of the laws of this state and the laws of tribal governments relating to the use of cannabis products set forth in the Cannabis Regulation Act and the Lynn and Erin Compassionate Use Act. The agreements may include, without limitation, provisions relating to:

(1) criminal and civil law enforcement;

(2) regulatory issues relating to the possession, delivery, production, processing or use of

cannabis products;

(3) the administration of laws relating to taxation;

(4) any immunity, preemption or conflict of law relating to the possession, delivery, production, processing or use of cannabis products; and

(5) the resolution of any disputes between a tribal government and the state, which may include, without limitation, the use of mediation or other nonjudicial processes.

B. An agreement entered into pursuant to this section shall:

(1) provide for the preservation of public health and safety;

(2) ensure the security of cannabis establishments and the corresponding facilities on tribal land;

(3) establish provisions regulating business involving cannabis that passes between tribal land and non-tribal land in New Mexico; and

(4) be negotiated in good faith, which shall respect and protect state and tribal sovereign immunity.

C. As used in this section, "tribal government" means a federally recognized Indian nation, tribe or pueblo located wholly or partially in the state.

SECTION 42. COOPERATION OF AGENCIES.--All state agencies shall cooperate with the division in carrying out the provisions of the Cannabis Regulation Act.

SECTION 43. A new section of Chapter 7 NMSA 1978 is enacted to read:

"SHORT TITLE.--Sections 43 through 47 of this act may be cited as the "Cannabis Tax Act"."

SECTION 44. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DEFINITIONS.--As used in the Cannabis Tax Act:

A. "cannabis":

(1) means all parts of the plant genus Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include:

(a) the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product;

B. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

C. "cannabis product" means a product that is or that contains cannabis or cannabis extracts, including edible or topical products that may also contain other ingredients; and

D. "cannabis retailer" means a person whose license from the cannabis control division of the regulation and licensing department allows the person to sell cannabis products to a person who purchases, acquires, possesses or uses the cannabis product for a purpose other than resale."

SECTION 45. A new section of Chapter 7 NMSA 1978 is enacted to read:

"CANNABIS EXCISE TAX.--

A. An excise tax is imposed on a cannabis retailer that sells cannabis products in this state. The tax imposed

by this section may be referred to as the "cannabis excise tax".

B. The rate of the cannabis excise tax shall be at the following rates and shall be applied to the price paid for a cannabis product:

(1) prior to July 1, 2025, twelve percent;

(2) beginning July 1, 2025 and prior to July 1, 2026, thirteen percent;

(3) beginning July 1, 2026 and prior to July 1, 2027, fourteen percent;

(4) beginning July 1, 2027 and prior to July 1, 2028, fifteen percent;

(5) beginning July 1, 2028 and prior to July 1, 2029, sixteen percent;

(6) beginning July 1, 2029 and prior to July 1, 2030, seventeen percent; and

(7) beginning July 1, 2030, eighteen percent.

C. The cannabis excise tax shall not apply to retail sales of medical cannabis products sold to a qualified patient or a primary caregiver who presents a registry identification card issued pursuant to the Lynn and Erin Compassionate Use Act or a reciprocal participant who presents similar proof from another state, the District of Columbia or a territory or commonwealth of the United States

at the time of the sale."

SECTION 46. A new section of Chapter 7 NMSA 1978 is enacted to read:

"DATE PAYMENT DUE.--The cannabis excise tax is to be paid on or before the twenty-fifth day of the month following the month in which the taxable sale occurs."

SECTION 47. A new section of Chapter 7 NMSA 1978 is enacted to read:

"INTERPRETATION OF THE CANNABIS TAX ACT--ADMINISTRATION AND ENFORCEMENT OF TAX.--The department shall administer and enforce the collection of the cannabis excise tax pursuant to the Tax Administration Act."

SECTION 48. Section 7-1-2 NMSA 1978 (being Laws 1965, Chapter 248, Section 2, as amended by Laws 2019, Chapter 47, Section 1 and by Laws 2019, Chapter 53, Section 10 and also by Laws 2019, Chapter 270, Section 1) is amended to read:

"7-1-2. APPLICABILITY.--The Tax Administration Act applies to and governs:

A. the administration and enforcement of the following taxes or tax acts as they now exist or may hereafter be amended:

(1) Income Tax Act;

(2) Withholding Tax Act;

(3) Oil and Gas Proceeds and Pass-Through Entity Withholding Tax Act;

(4) Gross Receipts and Compensating Tax Act, Interstate Telecommunications Gross Receipts Tax Act and Leased Vehicle Gross Receipts Tax Act;

(5) Liquor Excise Tax Act;

(6) Local Liquor Excise Tax Act;

(7) any municipal local option gross receipts tax or municipal compensating tax;

(8) any county local option gross receipts tax or county compensating tax;

(9) Special Fuels Supplier Tax Act;

(10) Gasoline Tax Act;

(11) petroleum products loading fee, which fee shall be considered a tax for the purpose of the Tax Administration Act;

(12) Alternative Fuel Tax Act;

(13) Cigarette Tax Act;

(14) Estate Tax Act;

(15) Railroad Car Company Tax Act;

(16) Investment Credit Act, rural job tax credit, Laboratory Partnership with Small Business Tax Credit Act, Technology Jobs and Research and Development Tax Credit Act, Film Production Tax Credit Act, Affordable Housing Tax Credit Act and high-wage jobs tax credit;

(17) Corporate Income and Franchise Tax Act;

(18) Uniform Division of Income for Tax

Purposes Act;

(19) Multistate Tax Compact;

(20) Tobacco Products Tax Act;

(21) the telecommunications relay service surcharge imposed by Section 63-9F-11 NMSA 1978, which surcharge shall be considered a tax for the purposes of the Tax Administration Act;

(22) the Insurance Premium Tax Act;

(23) the Health Care Quality Surcharge Act; and

(24) the Cannabis Tax Act;

B. the administration and enforcement of the following taxes, surtaxes, advanced payments or tax acts as they now exist or may hereafter be amended:

(1) Resources Excise Tax Act;

(2) Severance Tax Act;

(3) any severance surtax;

(4) Oil and Gas Severance Tax Act;

(5) Oil and Gas Conservation Tax Act;

(6) Oil and Gas Emergency School Tax Act;

(7) Oil and Gas Ad Valorem Production Tax Act;

(8) Natural Gas Processors Tax Act;

(9) Oil and Gas Production Equipment Ad Valorem Tax Act;

(10) Copper Production Ad Valorem Tax Act;

(11) any advance payment required to be made by any act specified in this subsection, which advance payment shall be considered a tax for the purposes of the Tax Administration Act;

(12) Enhanced Oil Recovery Act;

(13) Natural Gas and Crude Oil Production Incentive Act; and

(14) intergovernmental production tax credit and intergovernmental production equipment tax credit;

C. the administration and enforcement of the following taxes, surcharges, fees or acts as they now exist or may hereafter be amended:

(1) Weight Distance Tax Act;

(2) the workers' compensation fee authorized by Section 52-5-19 NMSA 1978, which fee shall be considered a tax for purposes of the Tax Administration Act;

(3) Uniform Unclaimed Property Act (1995);

(4) 911 emergency surcharge and the network and database surcharge, which surcharges shall be considered taxes for purposes of the Tax Administration Act;

(5) the solid waste assessment fee authorized by the Solid Waste Act, which fee shall be considered a tax for purposes of the Tax Administration Act;

(6) the water conservation fee imposed by

Section 74-1-13 NMSA 1978, which fee shall be considered a tax for the purposes of the Tax Administration Act; and

(7) the gaming tax imposed pursuant to the Gaming Control Act; and

D. the administration and enforcement of all other laws, with respect to which the department is charged with responsibilities pursuant to the Tax Administration Act, but only to the extent that the other laws do not conflict with the Tax Administration Act."

SECTION 49. Section 7-1-6.15 NMSA 1978 (being Laws 1983, Chapter 211, Section 20, as amended by Laws 2015, Chapter 89, Section 1 and by Laws 2015, Chapter 100, Section 1) is amended to read:

"7-1-6.15. ADJUSTMENTS OF DISTRIBUTIONS OR TRANSFERS TO MUNICIPALITIES OR COUNTIES.--

A. The provisions of this section apply to:

(1) any distribution to a municipality pursuant to Section 7-1-6.4, 7-1-6.36 or 7-1-6.46 NMSA 1978;

(2) any transfer to a municipality with respect to any local option gross receipts tax imposed by that municipality;

(3) any transfer to a county with respect to any local option gross receipts tax imposed by that county;

(4) any distribution to a county pursuant to Section 7-1-6.16 or 7-1-6.47 NMSA 1978;

(5) any distribution to a municipality or a county of gasoline taxes pursuant to Section 7-1-6.9 NMSA 1978;

(6) any transfer to a county with respect to any tax imposed in accordance with the Local Liquor Excise Tax Act;

(7) any distribution to a county from the county government road fund pursuant to Section 7-1-6.26 NMSA 1978;

(8) any distribution to a municipality of gasoline taxes pursuant to Section 7-1-6.27 NMSA 1978;

(9) any distribution to a municipality of compensating taxes pursuant to Section 7-1-6.55 NMSA 1978; and

(10) any distribution to a municipality or a county of cannabis excise taxes pursuant to the Cannabis Tax Act.

B. Before making a distribution or transfer specified in Subsection A of this section to a municipality or county for the month, amounts comprising the net receipts shall be segregated into two mutually exclusive categories. One category shall be for amounts relating to the current month, and the other category shall be for amounts relating to prior periods. The total of each category for a municipality or county shall be reported each month to that

municipality or county. If the total of the amounts relating to prior periods is less than zero and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, then the following procedures shall be carried out:

(1) all negative amounts relating to any period prior to the three calendar years preceding the year of the current month, net of any positive amounts in that same time period for the same taxpayers to which the negative amounts pertain, shall be excluded from the total relating to prior periods. Except as provided in Paragraph (2) of this subsection, the net receipts to be distributed or transferred to the municipality or county shall be adjusted to equal the amount for the current month plus the revised total for prior periods; and

(2) if the revised total for prior periods determined pursuant to Paragraph (1) of this subsection is negative and its absolute value exceeds the greater of one hundred dollars ($100) or an amount equal to twenty percent of the average distribution or transfer amount for that municipality or county, the revised total for prior periods shall be excluded from the distribution or transfers and the net receipts to be distributed or transferred to the municipality or county shall be equal to the amount for the

current month.

C. The department shall recover from a municipality or county the amount excluded by Paragraph (2) of Subsection B of this section. This amount may be referred to as the "recoverable amount".

D. Prior to or concurrently with the distribution or transfer to the municipality or county of the adjusted net receipts, the department shall notify the municipality or county whose distribution or transfer has been adjusted pursuant to Paragraph (2) of Subsection B of this section:

(1) that the department has made such an adjustment, that the department has determined that a specified amount is recoverable from the municipality or county and that the department intends to recover that amount from future distributions or transfers to the municipality or county;

(2) that the municipality or county has ninety days from the date notice is made to enter into a mutually agreeable repayment agreement with the department;

(3) that if the municipality or county takes no action within the ninety-day period, the department will recover the amount from the next six distributions or transfers following the expiration of the ninety days; and

(4) that the municipality or county may inspect, pursuant to Section 7-1-8.9 NMSA 1978, an

application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application.

E. No earlier than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall begin recovering the recoverable amount from a municipality or county as follows:

(1) the department may collect the recoverable amount by:

(a) decreasing distributions or transfers to the municipality or county in accordance with a repayment agreement entered into with the municipality or county; or

(b) except as provided in Paragraphs (2) and (3) of this subsection, if the municipality or county fails to act within the ninety days, decreasing the amount of the next six distributions or transfers to the municipality or county following expiration of the ninety-day period in increments as nearly equal as practicable and sufficient to recover the amount;

(2) if, pursuant to Subsection B of this section, the secretary determines that the recoverable amount is more than fifty percent of the average distribution or transfer of net receipts for that municipality or county, the secretary:

(a) shall recover only up to fifty percent of the average distribution or transfer of net receipts for that municipality or county; and

(b) may, in the secretary's discretion, waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance; and

(3) if, after application of a refund claim, audit adjustment, correction of a mistake by the department or other adjustment of a prior period, but prior to any recovery of the department pursuant to this section, the total net receipts of a municipality or county for the twelve-month period beginning with the current month are reduced or are projected to be reduced to less than fifty percent of the average distribution or transfer of net receipts, the secretary may waive recovery of any portion of the recoverable amount, subject to approval by the state board of finance.

F. No later than ninety days from the date notice pursuant to Subsection D of this section is given, the department shall provide the municipality or county adequate opportunity to review an application for a claim for refund that gave rise to the recoverable amount, exclusive of any amended returns that may be attached to the application, pursuant to Section 7-1-8.9 NMSA 1978.

G. On or before September 1 of each year beginning

in 2016, the secretary shall report to the state board of finance and the legislative finance committee the total recoverable amount waived pursuant to Subparagraph (b) of Paragraph (2) and Paragraph (3) of Subsection E of this section for each municipality and county in the prior fiscal year.

H. The secretary is authorized to decrease a distribution or transfer to a municipality or county upon being directed to do so by the secretary of finance and administration pursuant to the State Aid Intercept Act or to redirect a distribution or transfer to the New Mexico finance authority pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement of the municipality or county and the New Mexico finance authority. Upon direction to decrease a distribution or transfer or notice to redirect a distribution or transfer to a municipality or county, the secretary shall decrease or redirect the next designated distribution or transfer, and succeeding distributions or transfers as necessary, by the amount of the state distributions intercept authorized by the secretary of finance and administration pursuant to the State Aid Intercept Act or by the amount of the state distribution intercept authorized pursuant to an ordinance or a resolution passed by the county or municipality and a written agreement with the New Mexico finance authority. The secretary shall

transfer the state distributions intercept amount to the municipal or county treasurer or other person designated by the secretary of finance and administration or to the New Mexico finance authority pursuant to written agreement to pay the debt service to avoid default on qualified local revenue bonds or meet other local revenue bond, loan or other debt obligations of the municipality or county to the New Mexico finance authority. A decrease to or redirection of a distribution or transfer pursuant to this subsection that arose:

(1) prior to an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department takes precedence over any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, which may be made only from the net amount of the distribution or transfer remaining after application of the decrease or redirection pursuant to this subsection; and

(2) after an adjustment of a distribution or transfer of net receipts creating a recoverable amount owed to the department shall be subordinate to any collection of any recoverable amount pursuant to Paragraph (2) of Subsection B of this section.

I. Upon the direction of the secretary of finance and administration pursuant to Section 9-6-5.2 NMSA 1978, the

secretary shall temporarily withhold the balance of a distribution to a municipality or county, net of any decrease or redirected amount pursuant to Subsection H of this section and any recoverable amount pursuant to Paragraph (2) of Subsection B of this section, that has failed to submit an audit report required by the Audit Act or a financial report required by Subsection F of Section 6-6-2 NMSA 1978. The amount to be withheld, the source of the withheld distribution and the number of months that the distribution is to be withheld shall be as directed by the secretary of finance and administration. A distribution withheld pursuant to this subsection shall remain in the tax administration suspense fund until distributed to the municipality or county and shall not be distributed to the general fund. An amount withheld pursuant to this subsection shall be distributed to the municipality or county upon direction of the secretary of finance and administration.

J. As used in this section:

(1) "amounts relating to the current month" means any amounts included in the net receipts of the current month that represent payment of tax due for the current month, correction of amounts processed in the current month that relate to the current month or that otherwise relate to obligations due for the current month;

(2) "amounts relating to prior periods"

means any amounts processed during the current month that adjust amounts processed in a period or periods prior to the current month regardless of whether the adjustment is a correction of a department error or due to the filing of amended returns, payment of department-issued assessments, filing or approval of claims for refund, audit adjustments or other cause;

(3) "average distribution or transfer amount" means the following amounts; provided that a distribution or transfer that is negative shall not be used in calculating the amounts:

(a) the annual average of the total amount distributed or transferred to a municipality or county in each of the three twelve-month periods preceding the current month;

(b) if a distribution or transfer to a municipality or county has been made for less than three years, the total amount distributed or transferred in the year preceding the current month; or

(c) if a municipality or county has not received distributions or transfers of net receipts for twelve or more months, the monthly average of net receipts distributed or transferred to the municipality or county preceding the current month multiplied by twelve;

(4) "current month" means the month for

which the distribution or transfer is being prepared; and

(5) "repayment agreement" means an agreement between the department and a municipality or county under which the municipality or county agrees to allow the department to recover an amount determined pursuant to Paragraph (2) of Subsection B of this section by decreasing distributions or transfers to the municipality or county for one or more months beginning with the distribution or transfer to be made with respect to a designated month. No interest shall be charged."

SECTION 50. A new section of the Tax Administration Act is enacted to read:

"DISTRIBUTION--CANNABIS EXCISE TAX--MUNICIPALITIES AND COUNTIES.--

A. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each municipality, subject to any increase or decrease made pursuant to Section 7-1-6.15 NMSA 1978, in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from cannabis retailers within the municipality.

B. A distribution pursuant to Section 7-1-6.1 NMSA 1978 shall be made to each county in an amount equal to thirty-three and thirty-three hundredths percent of the net receipts attributable to the cannabis excise tax from

cannabis retailers within the county area of the county.

C. The department may deduct an amount not to exceed three percent of the distributions made pursuant to this section for the reasonable costs for administering the distributions.

D. As used in this section, "county area" means that portion of a county located outside the boundaries of any municipality."

SECTION 51. Section 7-2-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 26, as amended) is amended to read:

"7-2-2. DEFINITIONS.--For the purpose of the Income Tax Act and unless the context requires otherwise:

A. "adjusted gross income" means adjusted gross income as defined in Section 62 of the Internal Revenue Code, as that section may be amended or renumbered;

B. "base income":

(1) means, for estates and trusts, that part of the estate's or trust's income defined as taxable income and upon which the federal income tax is calculated in the Internal Revenue Code for income tax purposes plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(2) means, for taxpayers other than estates or trusts, that part of the taxpayer's income defined as adjusted gross income plus, for taxable years beginning on or after January 1, 1991, the amount of the net operating loss deduction allowed by Section 172(a) of the Internal Revenue Code, as that section may be amended or renumbered, and taken by the taxpayer for that year;

(3) includes, for all taxpayers, any other income of the taxpayer not included in adjusted gross income but upon which a federal tax is calculated pursuant to the Internal Revenue Code for income tax purposes, except amounts for which a calculation of tax is made pursuant to Section 55 of the Internal Revenue Code, as that section may be amended or renumbered; "base income" also includes interest received on a state or local bond;

(4) includes, for all taxpayers, an amount deducted pursuant to Section 7-2-32 NMSA 1978 in a prior taxable year if:

(a) such amount is transferred to another qualified tuition program, as defined in Section 529 of the Internal Revenue Code, not authorized in the Education Trust Act; or

(b) a distribution or refund is made for any reason other than: 1) to pay for qualified higher education expenses, as defined pursuant to Section 529 of the

Internal Revenue Code; or 2) upon the beneficiary's death, disability or receipt of a scholarship; and

(5) excludes, for a taxpayer who conducts a lawful business pursuant to the laws of the state, an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed by Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

C. "compensation" means wages, salaries, commissions and any other form of remuneration paid to employees for personal services;

D. "department" means the taxation and revenue department, the secretary or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

E. "fiduciary" means a guardian, trustee, executor, administrator, committee, conservator, receiver, individual or corporation acting in any fiduciary capacity;

F. "filing status" means "married filing joint returns", "married filing separate returns", "head of household", "surviving spouse" and "single", as those terms are generally defined for federal tax purposes;

G. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

H. "head of household" means "head of household" as generally defined for federal income tax purposes;

I. "individual" means a natural person, an estate, a trust or a fiduciary acting for a natural person, trust or estate;

J. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

K. "lump-sum amount" means, for the purpose of determining liability for federal income tax, an amount that was not included in adjusted gross income but upon which the five-year-averaging or the ten-year-averaging method of tax computation provided in Section 402 of the Internal Revenue Code, as that section may be amended or renumbered, was applied;

L. "modified gross income" means all income of the taxpayer and, if any, the taxpayer's spouse and dependents, undiminished by losses and from whatever source, including:

(1) compensation;

(2) net profit from business;

(3) gains from dealings in property;

(4) interest;

(5) net rents;

(6) royalties;

(7) dividends;

(8) alimony and separate maintenance

payments;

(9) annuities;

(10) income from life insurance and endowment contracts;

(11) pensions;

(12) discharge of indebtedness;

(13) distributive share of partnership income;

(14) income in respect of a decedent;

(15) income from an interest in an estate or a trust;

(16) social security benefits;

(17) unemployment compensation benefits;

(18) workers' compensation benefits;

(19) public assistance and welfare benefits;

(20) cost-of-living allowances; and

(21) gifts;

M. "modified gross income" excludes:

(1) payments for hospital, dental, medical or drug expenses to or on behalf of the taxpayer;

(2) the value of room and board provided by federal, state or local governments or by private individuals or agencies based upon financial need and not as a form of compensation;

(3) payments pursuant to a federal, state or

local government program directly or indirectly to a third party on behalf of the taxpayer when identified to a particular use or invoice by the payer; or

(4) payments for credits and rebates pursuant to the Income Tax Act and made for a credit pursuant to Section 7-3-9 NMSA 1978;

N. "net income" means, for estates and trusts, base income adjusted to exclude amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States and means, for taxpayers other than estates or trusts, base income adjusted to exclude:

(1) an amount equal to the standard deduction allowed the taxpayer for the taxpayer's taxable year by Section 63 of the Internal Revenue Code, as that section may be amended or renumbered;

(2) an amount equal to the itemized deductions defined in Section 63 of the Internal Revenue Code, as that section may be amended or renumbered, allowed the taxpayer for the taxpayer's taxable year less the amount excluded pursuant to Paragraph (1) of this subsection and less the amount of state and local income and sales taxes included in the taxpayer's itemized deductions;

(3) an amount equal to the product of the exemption amount allowed for the taxpayer's taxable year by

Section 151 of the Internal Revenue Code, as that section may be amended or renumbered, multiplied by the number of personal exemptions allowed for federal income tax purposes;

(4) income from obligations of the United States of America less expenses incurred to earn that income;

(5) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States;

(6) for taxable years that began prior to January 1, 1991, an amount equal to the sum of:

(a) net operating loss carryback deductions to that year from taxable years beginning prior to January 1, 1991 claimed and allowed, as provided by the Internal Revenue Code; and

(b) net operating loss carryover deductions to that year claimed and allowed;

(7) for taxable years beginning on or after January 1, 1991 and prior to January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed, provided that the amount of any net operating loss carryover from a taxable year beginning on or after January 1, 1991 and prior to January 1, 2013 may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable

year for which the return is filed; or

(b) in the case of amended returns or original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next four succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year prior to January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies;

(8) for taxable years beginning on or after January 1, 2013, an amount equal to the sum of any net operating loss carryover deductions to that year claimed and allowed; provided that the amount of any net operating loss carryover may be excluded only as follows:

(a) in the case of a timely filed return, in the taxable year immediately following the taxable year for which the return is filed; or

(b) in the case of amended returns or

original returns not timely filed, in the first taxable year beginning after the date on which the return or amended return establishing the net operating loss is filed; and

(c) in either case, if the net operating loss carryover exceeds the amount of net income exclusive of the net operating loss carryover for the taxable year to which the exclusion first applies, in the next nineteen succeeding taxable years in turn until the net operating loss carryover is exhausted for any net operating loss carryover from a taxable year beginning on or after January 1, 2013; in no event shall a net operating loss carryover from a taxable year beginning: 1) prior to January 1, 2013 be excluded in any taxable year after the fourth taxable year beginning after the taxable year to which the exclusion first applies; and 2) on or after January 1, 2013 be excluded in any taxable year after the nineteenth taxable year beginning after the taxable year to which the exclusion first applies; and

(9) for taxable years beginning on or after January 1, 2011, an amount equal to the amount included in adjusted gross income that represents a refund of state and local income and sales taxes that were deducted for federal tax purposes in taxable years beginning on or after January 1, 2010;

O. "net operating loss" means any net operating

loss, as defined by Section 172(c) of the Internal Revenue Code, as that section may be amended or renumbered, for a taxable year as further increased by the income, if any, from obligations of the United States for that year less related expenses;

P. "net operating loss carryover" means the amount, or any portion of the amount, of a net operating loss for any taxable year that, pursuant to Paragraph (6), (7) or (8) of Subsection N of this section, may be excluded from base income;

Q. "nonresident" means every individual not a resident of this state;

R. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

S. "resident" means an individual who is domiciled in this state during any part of the taxable year or an individual who is physically present in this state for one hundred eighty-five days or more during the taxable year; but any individual, other than someone who was physically present in the state for one hundred eighty-five days or more during

the taxable year, who, on or before the last day of the taxable year, changed the individual's place of abode to a place without this state with the bona fide intention of continuing actually to abide permanently without this state is not a resident for the purposes of the Income Tax Act for periods after that change of abode;

T. "secretary" means the secretary of taxation and revenue or the secretary's delegate;

U. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or any political subdivision of a foreign country;

V. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

W. "surviving spouse" means "surviving spouse" as generally defined for federal income tax purposes;

X. "taxable income" means net income less any lump-sum amount;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Income Tax Act and includes, in the case

of the return made for a fractional part of a year under the provisions of the Income Tax Act, the period for which the return is made; and

Z. "taxpayer" means any individual subject to the tax imposed by the Income Tax Act."

SECTION 52. Section 7-2A-2 NMSA 1978 (being Laws 1986, Chapter 20, Section 33, as amended) is amended to read:

"7-2A-2. DEFINITIONS.--For the purpose of the Corporate Income and Franchise Tax Act and unless the context requires otherwise:

A. "bank" means any national bank, national banking association, state bank or bank holding company;

B. "apportioned net income" or "apportioned net loss" means net income allocated and apportioned to New Mexico pursuant to the provisions of the Corporate Income and Franchise Tax Act or the Uniform Division of Income for Tax Purposes Act, but excluding from the sales factor any sales that represent intercompany transactions between members of the filing group;

C. "base income" means the federal taxable income or the federal net operating loss of a corporation for the taxable year calculated pursuant to the Internal Revenue Code, after special deductions provided in Sections 241 through 249 of the Internal Revenue Code but without any deduction for net operating losses, as if the corporation

filed a federal tax return as a separate domestic entity, modified as follows:

(1) adding to that income:

(a) interest received on a state or local bond exempt under the Internal Revenue Code;

(b) the amount of any deduction claimed in calculating taxable income for all expenses and costs directly or indirectly paid, accrued or incurred to a captive real estate investment trust; and

(c) the amount of any deduction, other than for premiums, for amounts paid directly or indirectly to a commonly controlled entity that is exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978;

(2) subtracting from that income:

(a) income from obligations of the United States net of expenses incurred to earn that income;

(b) other amounts that the state is prohibited from taxing because of the laws or constitution of this state or the United States net of any related expenses;

(c) an amount equal to one hundred percent of the subpart F income, as that term is defined in Section 952 of the Internal Revenue Code, as that section may be amended or renumbered, included in the income of the corporation; and

(d) an amount equal to one hundred

percent of the income of the corporation under Section 951A of the Internal Revenue Code, after allowing the deduction provided in Section 250 of the Internal Revenue Code;

(3) making other adjustments deemed necessary to properly reflect income of the unitary group, including attribution of income or expense related to unitary assets held by related corporations that are not part of the filing group; and

(4) for a taxpayer that conducts a lawful business pursuant to the laws of this state, excludes an amount equal to any expenditure that is eligible to be claimed as a federal income tax deduction but is disallowed pursuant to Section 280E of the Internal Revenue Code, as that section may be amended or renumbered;

D. "captive real estate investment trust" means a corporation, trust or association taxed as a real estate investment trust pursuant to Section 857 of the Internal Revenue Code, the shares or beneficial interests of which are not regularly traded on an established securities market; provided that more than fifty percent of any class of beneficial interests or shares of the real estate investment trust are owned directly, indirectly or constructively by the taxpayer during all or a part of the taxpayer's taxable year;

E. "common ownership" means the direct or indirect control or ownership of more than fifty percent of the

outstanding voting stock, ownership of which is determined pursuant to Section 1563 of the Internal Revenue Code, as that section may be amended or renumbered, of:

(1) a parent-subsidiary controlled group as defined in Section 1563 of the Internal Revenue Code, except that fifty percent shall be substituted for eighty percent;

(2) a brother-sister controlled group as defined in Section 1563 of the Internal Revenue Code; or

(3) three or more corporations each of which is a member of a group of corporations described in Paragraph (1) or (2) of this subsection, and one of which is:

(a) a common parent corporation included in a group of corporations described in Paragraph (1) of this subsection; and

(b) included in a group of corporations described in Paragraph (2) of this subsection;

F. "consolidated group" means the group of entities properly filing a federal consolidated return under the Internal Revenue Code for the taxable year;

G. "corporation" means corporations, joint stock companies, real estate trusts organized and operated under the Real Estate Trust Act, financial corporations and banks, other business associations and, for corporate income tax purposes, partnerships and limited liability companies taxed as corporations under the Internal Revenue Code;

H. "department" means the taxation and revenue department, the secretary of taxation and revenue or any employee of the department exercising authority lawfully delegated to that employee by the secretary;

I. "filing group" means a group of corporations properly included in a return pursuant to Section 7-2A-8.3 NMSA 1978 for a particular taxable year;

J. "fiscal year" means any accounting period of twelve months ending on the last day of any month other than December;

K. "grandfathered net operating loss carryover" means:

(1) the amount of net loss properly reported to New Mexico for taxable years beginning January 1, 2013 and prior to January 1, 2020 as part of a timely filed original return, or an amended return for those taxable years filed prior to January 1, 2020, to the extent such loss can be attributed to one or more corporations that are properly included in the taxpayer's return for the first taxable year beginning on or after January 1, 2020;

(2) reduced by:

(a) adding back deductions that were taken by the corporation or corporations for royalties or interest paid to one or more related corporations, but only to the extent that such adjustment would not create a net

loss for such related corporations; and

(b) the amount of net operating loss deductions taken prior to January 1, 2020 that would be charged against those losses consistent with the Internal Revenue Code and provisions of the Corporate Income and Franchise Tax Act applicable to the year of the deduction; and

(3) apportioned to New Mexico using the apportionment factors that can properly be attributed to the corporation or corporations for the year of the net loss;

L. "Internal Revenue Code" means the United States Internal Revenue Code of 1986, as amended;

M. "net income" means:

(1) the base income of a corporation properly filing a tax return as a separate entity; or

(2) the combined base income and losses of corporations that are part of a filing group that is computed after eliminating intercompany income and expense in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and the Corporate Income and Franchise Tax Act;

N. "net operating loss carryover" means the apportioned net loss properly reported on an original or amended tax return for taxable years beginning on or after January 1, 2020 by the taxpayer:

(1) plus:

(a) the portion of an apportioned net loss properly reported to New Mexico for a taxable year beginning on or after January 1, 2020, on a separate year return, to the extent the taxpayer would have been entitled to include the portion of such apportioned net loss in the taxpayer's consolidated net operating loss carryforward under the Internal Revenue Code if the taxpayer filed a consolidated federal return; and

(b) the taxpayer's grandfathered net operating loss carryover; and

(2) minus:

(a) the amount of the net operating loss carryover attributed to an entity that has left the filing group, computed in a manner consistent with the consolidated filing requirements of the Internal Revenue Code and applicable regulations, as if the taxpayer were filing a consolidated return; and

(b) the amount of net operating loss deductions properly taken by the taxpayer;

O. "net operating loss deduction" means the portion of the net operating loss carryover that may be deducted from the taxpayer's apportioned net income under the Internal Revenue Code as of January 1, 2018 for the taxable year in which the deduction is taken, including the eighty

percent limitation of Section 172(a) of the Internal Revenue Code as of January 1, 2018 calculated on the basis of the taxpayer's apportioned net income;

P. "person" means any individual, estate, trust, receiver, cooperative association, club, corporation, company, firm, partnership, limited liability company, joint venture, syndicate or other association; "person" also means, to the extent permitted by law, any federal, state or other governmental unit or subdivision or agency, department or instrumentality thereof;

Q. "real estate investment trust" has the meaning ascribed to the term in Section 856 of the Internal Revenue Code, as that section may be amended or renumbered;

R. "related corporation" means a corporation that is under common ownership with one or more corporations but that is not included in the same tax return;

S. "return" means any tax or information return, including a water's-edge or worldwide combined return, a consolidated return, a declaration of estimated tax or a claim for refund, including any amendments or supplements to the return, required or permitted pursuant to a law subject to administration and enforcement pursuant to the Tax Administration Act and filed with the department by or on behalf of any person;

T. "secretary" means the secretary of taxation and

revenue or the secretary's delegate;

U. "separate year return" means a properly filed original or amended return for a taxable year beginning on or after January 1, 2020 by a taxpayer reporting a loss, a portion of which is claimed as part of the net operating loss carryover by another taxpayer in a subsequent return period;

V. "state" means any state of the United States, the District of Columbia, the commonwealth of Puerto Rico, any territory or possession of the United States or political subdivision thereof or any political subdivision of a foreign country;

W. "state or local bond" means a bond issued by a state other than New Mexico or by a local government other than one of New Mexico's political subdivisions, the interest from which is excluded from income for federal income tax purposes under Section 103 of the Internal Revenue Code, as that section may be amended or renumbered;

X. "taxable income" means a taxpayer's apportioned net income minus the net operating loss deduction for the taxable year;

Y. "taxable year" means the calendar year or fiscal year upon the basis of which the net income is computed under the Corporate Income and Franchise Tax Act and includes, in the case of the return made for a fractional part of a year under the provisions of that act, the period

for which the return is made;

Z. "taxpayer" means any corporation or group of corporations filing a return pursuant to Section 7-2A-8.3 NMSA 1978 subject to the taxes imposed by the Corporate Income and Franchise Tax Act;

AA. "unitary group" means a group of two or more corporations, including a captive real estate investment trust, but not including an S corporation, an insurance company subject to the provisions of the New Mexico Insurance Code, an insurance company that would be subject to the New Mexico Insurance Code if the insurance company engaged in business in this state or a real estate investment trust that is not a captive real estate investment trust, that are:

(1) related through common ownership; and

(2) economically interdependent with one another as demonstrated by the following factors:

(a) centralized management;

(b) functional integration; and

(c) economies of scale;

BB. "water's-edge group" means all corporations that are part of a unitary group, except:

(1) corporations that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978; and

(2) corporations wherever organized or

incorporated that have less than twenty percent of their property, payroll and sales sourced to locations within the United States, following the sourcing rules of the Uniform Division of Income for Tax Purposes Act; and

CC. "worldwide combined group" means all members of a unitary group, except members that are exempt from corporate income tax pursuant to Section 7-2A-4 NMSA 1978, irrespective of the country in which the corporations are incorporated or conduct business activity."

SECTION 53. Section 7-9-73.2 NMSA 1978 (being Laws 1998, Chapter 95, Section 2 and Laws 1998, Chapter 99, Section 4, as amended) is amended to read:

"7-9-73.2. DEDUCTION--GROSS RECEIPTS TAX AND GOVERNMENTAL GROSS RECEIPTS TAX--PRESCRIPTION DRUGS--OXYGEN--CANNABIS.--

A. Receipts from the sale of prescription drugs and oxygen and oxygen services provided by a licensed medicare durable medical equipment provider and cannabis products that are sold in accordance with the Lynn and Erin Compassionate Use Act may be deducted from gross receipts and governmental gross receipts.

B. For the purposes of this section, "prescription drugs" means insulin and substances that are:

(1) dispensed by or under the supervision of a licensed pharmacist or by a physician or other person

authorized under state law to do so;

(2) prescribed for a specified person by a person authorized under state law to prescribe the substance; and

(3) subject to the restrictions on sale contained in Subparagraph 1 of Subsection (b) of 21 USCA 353."

SECTION 54. Section 9-11-12.1 NMSA 1978 (being Laws 1997, Chapter 64, Section 1, as amended) is amended to read:

"9-11-12.1. TRIBAL COOPERATIVE AGREEMENTS.--

A. The secretary may enter into cooperative agreements with the Pueblos of Acoma, Cochiti, Jemez, Isleta, Laguna, Nambe, Picuris, Pojoaque, Sandia, San Felipe, San Ildefonso, San Juan, Santa Ana, Santa Clara, Santo Domingo, Taos, Tesuque, Zia and Zuni; the Jicarilla Apache Nation; the Mescalero Apache Tribe; and the nineteen pueblos acting collectively for the exchange of information and the reciprocal, joint or common enforcement, administration, collection, remittance and audit of gross receipts tax and cannabis excise tax revenues of the party jurisdictions.

B. Money collected by the department on behalf of a tribe in accordance with an agreement entered into pursuant to this section is not money of this state and shall be collected and disbursed in accordance with the terms of the agreement, notwithstanding any other provision of law.

C. The secretary is empowered to promulgate such rules and to establish such procedures as the secretary deems appropriate for the collection and disbursement of funds due a tribe and for the receipt of money collected by a tribe for the account of this state under the terms of a cooperative agreement entered into under the authority of this section, including procedures for identification of taxpayers or transactions that are subject only to the taxing authority of the tribe, taxpayers or transactions that are subject only to the taxing authority of this state and taxpayers or transactions that are subject to the taxing authority of both party jurisdictions.

D. Nothing in an agreement entered into pursuant to this section shall be construed as authorizing this state or a tribe to tax a person or transaction that federal law prohibits that government from taxing, authorizing a state or tribal court to assert jurisdiction over a person who is not otherwise subject to that court's jurisdiction or affecting any issue of the respective civil or criminal jurisdictions of this state or the tribe. Nothing in an agreement entered into pursuant to this section shall be construed as an assertion or an admission by either this state or a tribe that the taxes of one have precedence over the taxes of the other when a person or transaction is subject to the taxing authority of both governments. An agreement entered into

pursuant to this section shall be construed solely as an agreement between the two party governments and shall not alter or affect the government-to-government relations between this state and any other tribe.

E. As used in this section:

(1) "tribal" means of or pertaining to a tribe; and

(2) "tribe" means an Indian nation, tribe or pueblo located entirely in New Mexico."

SECTION 55. Section 9-16-4 NMSA 1978 (being Laws 1983, Chapter 297, Section 20, as amended) is amended to read:

"9-16-4. DEPARTMENT ESTABLISHED.--The "regulation and licensing department" is created in the executive branch. The department shall not be a cabinet department. The department shall consist of but not be limited to the following divisions:

A. the administrative services division;

B. the construction industries division;

C. the financial institutions division;

D. the securities division;

E. the manufactured housing division;

F. the alcoholic beverage control division; and

G. the cannabis control division."

SECTION 56. Section 9-16-6 NMSA 1978 (being Laws 1983, Chapter 297, Section 22, as amended) is amended to read:

"9-16-6. SUPERINTENDENT--DUTIES AND GENERAL POWERS.--

A. The superintendent is responsible to the governor for the operation of the department. It is the superintendent's duty to manage all operations of the department and to administer and enforce the laws with which the superintendent, the department or a division of the department is charged.

B. To perform the superintendent's duties, the superintendent has every power expressly enumerated in the laws, whether granted to the superintendent or the department or any division of the department, except where authority conferred upon any division is explicitly exempted from the superintendent's authority by statute. In accordance with these provisions, the superintendent shall:

(1) except as otherwise provided in the Regulation and Licensing Department Act, exercise general supervisory and appointing authority over all department employees, subject to any applicable personnel laws and regulations;

(2) delegate authority to subordinates as the superintendent deems necessary and appropriate, clearly delineating such delegated authority and the limitations thereto;

(3) organize the department into those organizational units the superintendent deems will enable it

to function most efficiently, subject to any provisions of law requiring or establishing specific organizational units;

(4) within the limitations of available appropriations and applicable laws, employ and fix the compensation of those persons necessary to discharge the superintendent's duties;

(5) take administrative action by issuing orders and instructions, not inconsistent with the law, to assure implementation of and compliance with the provisions of law for whose administration or execution the superintendent is responsible and to enforce those orders and instructions by appropriate administrative action or actions in the courts;

(6) conduct research and studies that will improve the operations of the department and the provision of services to the residents of the state;

(7) provide courses of instruction and practical training for employees of the department and other persons involved in the administration of programs, with the objective of improving the operations and efficiency of administration;

(8) prepare an annual budget of the department;

(9) provide administratively attached agencies assistance as necessary to:

(a) minimize or eliminate duplication of services and jurisdictional conflicts;

(b) coordinate activities and resolve problems of mutual concern; and

(c) provide implementation of licensure processes, budgeting, recordkeeping, procurement, contracting, hiring and supervision of staff and related administrative and clerical assistance for administratively attached agencies; and

(10) appoint, with the governor's consent, a "director" for each division. These appointed positions are exempt from the provisions of the Personnel Act. Persons appointed to these positions shall serve at the pleasure of the superintendent.

C. The superintendent may apply for and receive, with the governor's approval, in the name of the department any public or private funds, including United States government funds, available to the department to carry out its programs, duties or services.

D. The superintendent may make and adopt such reasonable and procedural rules as may be necessary to carry out the duties of the department and its divisions; provided that where a licensing entity requires submission of fingerprints as part of the initial license application, and a licensee has provided fingerprints and the license has been

issued, the licensing entity shall not require a licensee to submit fingerprints again to renew the license, but a licensee shall submit to a background investigation if required; and provided further that the prohibition against requiring additional fingerprints shall not apply to the financial institutions division of the department when utilizing the nationwide multistate licensing system and registry.

E. No rule promulgated by the director of any division in carrying out the functions and duties of the department or a division shall be effective until approved by the superintendent, unless otherwise provided by statute. Unless otherwise provided by statute, all rules adopted, amended or repealed by the superintendent or the director of any division shall have notice provided and be conducted and filed in accordance with the State Rules Act."

SECTION 57. Section 24-16-12 NMSA 1978 (being Laws 2007, Chapter 20, Section 4, as amended) is amended to read:

"24-16-12. SMOKING-PERMITTED AREAS.--Notwithstanding any other provision of the Dee Johnson Clean Indoor Air Act, smoking-permitted areas include the following:

A. a private residence, unless it is used commercially to provide child care, adult care or health care or any combination of those activities;

B. a retail tobacco store; provided that, for a

retail tobacco store established on or after the effective date of this 2019 act, the store shall be located in a standalone building;

C. a cigar bar; provided that, for a cigar bar established on or after June 14, 2019, the bar shall be located in a standalone building;

D. the facilities of a tobacco manufacturing company licensed by the United States to manufacture tobacco products that are operated by the company in its own name and that are used exclusively by the company in its business of manufacturing, marketing or distributing its tobacco products; provided that secondhand smoke does not infiltrate other indoor workplaces or other indoor public places where smoking is otherwise prohibited under the Dee Johnson Clean Indoor Air Act;

E. a state-licensed gaming facility, casino or bingo parlor;

F. designated outdoor smoking areas;

G. private clubs;

H. hotel and motel rooms that are rented to guests and are designated as smoking-permitted rooms; provided that not more than ten percent of rooms rented to guests in a hotel or motel may be so designated;

I. a site that is being used in connection with the practice of cultural or ceremonial activities by Native

Americans and that is in accordance with the federal American Indian Religious Freedom Act, 42 U.S.C. 1996 and 1996a;

J. a theatrical stage or a motion picture or television production set when it is necessary for performers to smoke as part of the production; and

K. an indoor or outdoor cannabis consumption area pursuant to the Cannabis Regulation Act."

SECTION 58. Section 26-2B-3 NMSA 1978 (being Laws 2007, Chapter 210, Section 3, as amended) is amended to read:

"26-2B-3. DEFINITIONS.--As used in the Lynn and Erin Compassionate Use Act:

A. "adequate supply" means an amount of cannabis, in any form approved by the department, possessed by a qualified patient or collectively possessed by a qualified patient and the qualified patient's primary caregiver that is determined by rule of the department to be no more than reasonably necessary to ensure the uninterrupted availability of cannabis for a period of three months and that is derived solely from an intrastate source;

B. "cannabis":

(1) means all parts of the plant Cannabis containing a delta-9-tetrahydrocannabinol concentration of more than three-tenths percent on a dry weight basis, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture,

salt, derivative, mixture or preparation of the plant, its seeds or its resin; and

(2) does not include the mature stalks of the plant; fiber produced from the stalks; oil or cake made from the seeds of the plant; any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil or cake; the sterilized seed of the plant that is incapable of germination; the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or another product; or hemp;

C. "cannabis extract":

(1) means a product obtained by separating resins from cannabis by solvent extraction using solvents other than vegetable glycerin, such as butane, hexane, isopropyl alcohol, ethanol or carbon dioxide; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

D. "cannabis flowers" means only the flowers of a cannabis plant;

E. "cannabis product":

(1) means a product that contains cannabis, including edible or topical products that may also contain other ingredients; and

(2) does not include the weight of any other

ingredient combined with cannabis or cannabis extract to prepare topical or oral administrations, food, drink or another product;

F. "debilitating medical condition" means:

(1) cancer;

(2) glaucoma;

(3) multiple sclerosis;

(4) damage to the nervous tissue of the spinal cord, with objective neurological indication of intractable spasticity;

(5) seizure disorder, including epilepsy;

(6) positive status for human immunodeficiency virus or acquired immune deficiency syndrome;

(7) admitted into hospice care in accordance with rules promulgated by the department;

(8) amyotrophic lateral sclerosis;

(9) Crohn's disease;

(10) hepatitis C infection;

(11) Huntington's disease;

(12) inclusion body myositis;

(13) inflammatory autoimmune-mediated arthritis;

(14) intractable nausea or vomiting;

(15) obstructive sleep apnea;

(16) painful peripheral neuropathy;

(17) Parkinson's disease;

(18) posttraumatic stress disorder;

(19) severe chronic pain;

(20) severe anorexia or cachexia;

(21) spasmodic torticollis;

(22) ulcerative colitis; or

(23) any other medical condition, medical treatment or disease as approved by the department;

G. "department" means the department of health;

H. "division" means the cannabis control division of the regulation and licensing department;

I. "dry weight basis" means a process by which delta–9-tetrahydrocannabinol concentration is measured relative to the aggregate weight of all parts of the plant genus Cannabis, whether growing or not, including the leaves of the plant, the flowers and buds of the plant, the seeds of the plant, the resin of the plant and the stalks of the plant, at the point of harvest and with no moisture added to the harvested plant;

J. "hemp" means the plant genus Cannabis and any part of the plant, whether growing or not, containing a delta-9-tetrahydrocannabinol concentration of no more than three-tenths percent on a dry weight basis;

K. "medical cannabis program" means the program

established pursuant to the Lynn and Erin Compassionate Use Act for authorization and regulation of the medical use of cannabis in the state;

L. "practitioner" means a person licensed in New Mexico to prescribe and administer drugs that are subject to the Controlled Substances Act;

M. "primary caregiver" means a resident of New Mexico who is at least eighteen years of age and who has been designated by the patient's practitioner as being necessary to take responsibility for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

N. "qualified patient" means a resident of New Mexico who has been diagnosed by a practitioner as having a debilitating medical condition and has received written certification and a registry identification card pursuant to the Lynn and Erin Compassionate Use Act on the basis of having been diagnosed, in person or via telemedicine, by a practitioner as having a debilitating medical condition;

O. "reciprocal participant" means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory

or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

P. "registry identification card" means a document that the department issues:

(1) to a qualified patient that identifies the bearer as a qualified patient and authorizes the qualified patient to use cannabis for a debilitating medical condition; or

(2) to a primary caregiver that identifies the bearer as a primary caregiver authorized to engage in the intrastate possession and administration of cannabis for the sole use of a qualified patient who is identified on the document;

Q. "safety-sensitive position" means a position in which performance by a person under the influence of drugs or alcohol would constitute an immediate or direct threat of injury or death to that person or another;

R. "telemedicine" means the use of telecommunications and information technology to provide clinical health care from a site apart from the site where the patient is located, in real time or asynchronously, including the use of interactive simultaneous audio and video

or store-and-forward technology, or off-site patient monitoring and telecommunications in order to deliver health care services;

S. "THC" means delta-9-tetrahydrocannabinol, a substance that is the primary psychoactive ingredient in cannabis; and

T. "written certification" means a statement made on a department-approved form and signed by a patient's practitioner that indicates, in the practitioner's professional opinion, that the patient has a debilitating medical condition and the practitioner believes that the potential health benefits of the medical use of cannabis would likely outweigh the health risks for the patient."

SECTION 59. Section 26-2B-4 NMSA 1978 (being Laws 2007, Chapter 210, Section 4, as amended) is amended to read:

"26-2B-4. EXEMPTION FROM CRIMINAL AND CIVIL PENALTIES FOR THE MEDICAL USE OF CANNABIS.--

A. A qualified patient or a qualified patient's primary caregiver shall not be subject to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed an adequate supply; provided that a qualified patient or the qualified patient's primary caregiver may possess that qualified patient's harvest of cannabis.

B. A reciprocal participant shall not be subject

to arrest, prosecution or penalty in any manner for the possession of or the medical use of cannabis if the quantity of cannabis does not exceed the limit identified by department rule.

C. The following conduct is lawful and shall not constitute grounds for detention, search or arrest of a person or for a violation of probation or parole, and cannabis products that relate to the conduct are not contraband or subject to seizure or forfeiture pursuant to the Controlled Substances Act or the Forfeiture Act:

(1) a qualified patient or primary caregiver possessing or transporting not more than an adequate supply or a reciprocal participant possessing or transporting not more than the limit identified by department rule;

(2) a qualified patient or primary caregiver purchasing or obtaining not more than an adequate supply from a lawful source or a reciprocal participant purchasing or obtaining not more than the limit identified by department rule;

(3) a qualified patient or reciprocal participant using or being under the influence of cannabis; provided that the qualified patient or reciprocal participant is acting consistent with law; or

(4) a qualified patient, primary caregiver or reciprocal participant transferring, without financial

consideration, to a qualified patient, primary caregiver or reciprocal participant not more than two ounces of cannabis, sixteen grams of cannabis extract and eight hundred milligrams of edible cannabis.

D. Subsection A of this section shall not apply to a qualified patient under the age of eighteen years, unless:

(1) the qualified patient's practitioner has explained the potential risks and benefits of the medical use of cannabis to the qualified patient and to a parent, guardian or other person having legal custody of the qualified patient; and

(2) a parent, guardian or other person having legal custody consents in writing to:

(a) allow the qualified patient's medical use of cannabis;

(b) serve as the qualified patient's primary caregiver; and

(c) control the dosage and the frequency of the medical use of cannabis by the qualified patient.

E. A qualified patient or a primary caregiver shall be granted the full legal protections provided in this section if the qualified patient or primary caregiver is in possession of a registry identification card. If the qualified patient or primary caregiver is not in possession

of a registry identification card, the qualified patient or primary caregiver shall be given an opportunity to produce the registry identification card before any arrest or criminal charges or other penalties are initiated.

F. A practitioner shall not be subject to arrest or prosecution, penalized in any manner or denied any right or privilege for recommending the medical use of cannabis or providing written certification for the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act.

G. Any property interest that is possessed, owned or used in connection with the medical use of cannabis, or acts incidental to such use, shall not be harmed, neglected, injured or destroyed while in the possession of state or local law enforcement officials. Such property interest shall not be forfeited under any state or local law providing for the forfeiture of property except as provided in the Forfeiture Act. Cannabis, paraphernalia or other property seized from a qualified patient, primary caregiver or reciprocal participant in connection with the claimed medical use of cannabis shall be returned immediately upon the determination by a court or prosecutor that the qualified patient, primary caregiver or reciprocal participant is entitled to the protections of the provisions of the Lynn and Erin Compassionate Use Act, as may be evidenced by a failure to actively investigate the case, a decision not to

prosecute, the dismissal of charges or acquittal.

H. A person shall not be subject to arrest or prosecution for a cannabis-related offense for simply being in the presence of the medical use of cannabis as allowed under the provisions of the Lynn and Erin Compassionate Use Act."

SECTION 60. Section 26-2B-5 NMSA 1978 (being Laws 2007, Chapter 210, Section 5, as amended by Laws 2019, Chapter 247, Section 5 and by Laws 2019, Chapter 261, Section 2) is amended to read:

"26-2B-5. PROHIBITIONS, RESTRICTIONS AND LIMITATIONS ON THE MEDICAL USE OF CANNABIS--CRIMINAL PENALTIES.--

A. Participation in a medical use of cannabis program by a qualified patient, primary caregiver or reciprocal participant does not relieve the qualified patient, primary caregiver or reciprocal participant from:

(1) criminal prosecution or civil penalties for activities not authorized in the Lynn and Erin Compassionate Use Act;

(2) liability for damages or criminal prosecution arising out of the operation of a vehicle while under the influence of cannabis; or

(3) criminal prosecution or civil penalty for possession or use of cannabis:

(a) in the workplace of the qualified

patient's, primary caregiver's or reciprocal participant's employment; or

(b) at a public park, recreation center, youth center or other public place.

B. A person who makes a fraudulent representation to a law enforcement officer about the person's participation in a medical use of cannabis program to avoid arrest or prosecution for a cannabis-related offense is guilty of a petty misdemeanor and shall be sentenced in accordance with the provisions of Section 31-19-1 NMSA 1978."

SECTION 61. Section 26-2B-6.1 NMSA 1978 (being Laws 2019, Chapter 247, Section 8) is amended to read:

"26-2B-6.1. ASSESSMENT REPORTING.--In consultation with qualified patients and primary caregivers, the department shall produce an assessment report annually, which shall be published to the public and that includes at a minimum an evaluation of:

A. the affordability of and accessibility to medical cannabis pursuant to the Lynn and Erin Compassionate Use Act; and

B. the needs of qualified patients who live in rural areas, federal subsidized housing or New Mexico Indian nations, tribes or pueblos."

SECTION 62. Section 26-2B-7 NMSA 1978 (being Laws 2007, Chapter 210, Section 7, as amended) is amended to read:

"26-2B-7. REGISTRY IDENTIFICATION CARDS--DEPARTMENT RULES--DUTIES--RECIPROCITY.--

A. After consultation with the advisory board, the department shall promulgate rules in accordance with the State Rules Act to implement the purpose of the Lynn and Erin Compassionate Use Act. The rules shall:

(1) govern the manner in which the department will consider applications for registry identification cards and for the renewal of identification cards for qualified patients and primary caregivers;

(2) define the amount of cannabis that is necessary to constitute an adequate supply, including amounts for topical treatments;

(3) identify criteria and set forth procedures for including additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis. Procedures shall include a petition process and shall allow for public comment and public hearings before the advisory board;

(4) set forth additional medical conditions, medical treatments or diseases to the list of debilitating medical conditions that qualify for the medical use of cannabis as recommended by the advisory board;

(5) determine additional duties and

responsibilities of the advisory board; and

(6) be revised and updated as necessary.

B. The department shall issue registry identification cards to a patient and to the primary caregiver for that patient, if any, who submit the following, in accordance with the department's rules:

(1) a written certification;

(2) the name, address and date of birth of the patient;

(3) the name, address and telephone number of the patient's practitioner; and

(4) the name, address and date of birth of the patient's primary caregiver, if any.

C. The department shall verify the information contained in an application submitted pursuant to Subsection B of this section and shall approve or deny an application within thirty days of receipt. The department may deny an application only if the applicant did not provide the information required pursuant to Subsection B of this section or if the department determines that the information provided is false. A person whose application has been denied shall not reapply for six months from the date of the denial unless otherwise authorized by the department.

D. The department shall issue a registry identification card within five days of approving an

application, and a card shall expire three years after the date of issuance.

E. A registry identification card shall contain:

(1) the name and date of birth of the qualified patient and primary caregiver, if any;

(2) the date of issuance and expiration date of the registry identification card; and

(3) other information that the department may require by rule.

F. A person who possesses a registry identification card shall notify the department of any change in the person's name, qualified patient's practitioner, qualified patient's primary caregiver or change in status of the qualified patient's debilitating medical condition within ten days of the change.

G. Possession of or application for a registry identification card shall not constitute probable cause or give rise to reasonable suspicion for a governmental agency to search the person or property of the person possessing or applying for the card.

H. The department shall maintain a confidential file containing the names and addresses of the persons who have either applied for or received a registry identification card. Individual names on the list shall be confidential and not subject to disclosure, except:

(1) to authorized employees or agents of the department as necessary to perform the duties of the department pursuant to the provisions of the Lynn and Erin Compassionate Use Act;

(2) to authorized employees of state or local law enforcement agencies, but only for the purpose of verifying that a person is lawfully in possession of a registry identification card;

(3) to the division; or

(4) as provided in the federal Health Insurance Portability and Accountability Act of 1996.

I. By March 1, 2020, the secretary of health shall adopt and promulgate rules relating to medical cannabis program reciprocity. The department may identify requirements for the granting of reciprocity, including provisions limiting the period of time in which a reciprocal participant may participate in the medical cannabis program.

J. A reciprocal participant:

(1) may participate in the medical cannabis program in accordance with department rules;

(2) shall not be required to comply with the registry identification card application and renewal requirements established pursuant to this section and department rules;

(3) shall at all times possess proof of

authorization to participate in the medical cannabis program of another state, the District of Columbia, a territory or commonwealth of the United States or a New Mexico Indian nation, tribe or pueblo and shall present proof of that authorization when purchasing cannabis from a person licensed pursuant to the Cannabis Regulation Act; and

(4) shall register with a person licensed pursuant to the Cannabis Regulation Act for the purpose of tracking sales to the reciprocal participant in an electronic system that is accessible to the department."

SECTION 63. Section 30-31-2 NMSA 1978 (being Laws 1972, Chapter 84, Section 2, as amended) is amended to read:

"30-31-2. DEFINITIONS.--As used in the Controlled Substances Act:

A. "administer" means the direct application of a controlled substance by any means to the body of a patient or research subject by a practitioner or the practitioner's agent;

B. "agent" includes an authorized person who acts on behalf of a manufacturer, distributor or dispenser. It does not include a common or contract carrier, public warehouseperson or employee of the carrier or warehouseperson;

C. "board" means the board of pharmacy;

D. "bureau" means the narcotic and dangerous drug

section of the criminal division of the United States department of justice, or its successor agency;

E. "controlled substance" means a drug or substance listed in Schedules I through V of the Controlled Substances Act or rules adopted thereto;

F. "counterfeit substance" means a controlled substance that bears the unauthorized trademark, trade name, imprint, number, device or other identifying mark or likeness of a manufacturer, distributor or dispenser other than the person who in fact manufactured, distributed or dispensed the controlled substance;

G. "deliver" means the actual, constructive or attempted transfer from one person to another of a controlled substance or controlled substance analog, whether or not there is an agency relationship;

H. "dispense" means to deliver a controlled substance to an ultimate user or research subject pursuant to the lawful order of a practitioner, including the administering, prescribing, packaging, labeling or compounding necessary to prepare the controlled substance for that delivery;

I. "dispenser" means a practitioner who dispenses and includes hospitals, pharmacies and clinics where controlled substances are dispensed;

J. "distribute" means to deliver other than by

administering or dispensing a controlled substance or controlled substance analog;

K. "drug" or "substance" means substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any respective supplement to those publications. It does not include devices or their components, parts or accessories;

L. "manufacture" means the production, preparation, compounding, conversion or processing of a controlled substance or controlled substance analog by extraction from substances of natural origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis and includes any packaging or repackaging of the substance or labeling or relabeling of its container, except that this term does not include the preparation or compounding of a controlled substance:

(1) by a practitioner as an incident to administering or dispensing a controlled substance in the course of the practitioner's professional practice; or

(2) by a practitioner, or by the practitioner's agent under the practitioner's supervision, for the purpose of or as an incident to research, teaching or chemical analysis and not for sale;

M. "narcotic drug" means any of the following,

whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of the substances referred to in Paragraph (1) of this subsection, except the isoquinoline alkaloids of opium;

(3) opium poppy and poppy straw, including all parts of the plant of the species Papaver somniferum L. except its seeds; or

(4) coca leaves and any salt, compound, derivative or preparation of coca leaves, any salt, compound, isomer, derivative or preparation that is a chemical equivalent of any of these substances except decocainized coca leaves or extractions of coca leaves that do not contain cocaine or ecgonine;

N. "opiate" means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. "Opiate" does not include, unless specifically designated as controlled under Section 30-31-5 NMSA 1978, the

dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts, dextromethorphan. "Opiate" does include its racemic and levorotatory forms;

O. "person" means an individual, partnership, corporation, association, institution, political subdivision, government agency or other legal entity;

P. "practitioner" means a physician, certified advanced practice chiropractic physician, doctor of oriental medicine, dentist, physician assistant, certified nurse practitioner, clinical nurse specialist, certified nurse-midwife, prescribing psychologist, veterinarian, euthanasia technician, pharmacist, pharmacist clinician or other person licensed or certified to prescribe and administer drugs that are subject to the Controlled Substances Act;

Q. "prescription" means an order given individually for the person for whom is prescribed a controlled substance, either directly from a licensed practitioner or the practitioner's agent to the pharmacist, including by means of electronic transmission, or indirectly by means of a written order signed by the prescriber, bearing the name and address of the prescriber, the prescriber's license classification, the name and address of the patient, the name and quantity of the drug prescribed, directions for use and the date of issue and in accordance with the Controlled Substances Act or rules adopted thereto;

R. "scientific investigator" means a person registered to conduct research with controlled substances in the course of the person's professional practice or research and includes analytical laboratories;

S. "ultimate user" means a person who lawfully possesses a controlled substance for the person's own use or for the use of a member of the person's household or for administering to an animal under the care, custody and control of the person or by a member of the person's household;

T. "drug paraphernalia" means, except as to use in accordance with the Cannabis Regulation Act or the Lynn and Erin Compassionate Use Act, all equipment, products and materials of any kind that are used, intended for use or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or controlled substance analog in violation of the Controlled Substances Act. It includes:

(1) kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting any species of plant that is a controlled

substance or controlled substance analog or from which a controlled substance can be derived;

(2) kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances or controlled substance analogs;

(3) isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant that is a controlled substance;

(4) testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances or controlled substance analogs;

(5) scales or balances used, intended for use or designed for use in weighing or measuring controlled substances or controlled substance analogs;

(6) diluents and adulterants, such as quinine hydrochloride, mannitol, mannite dextrose and lactose, used, intended for use or designed for use in cutting controlled substances or controlled substance analogs;

(7) blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in compounding controlled substances or controlled substance analogs;

(8) capsules, balloons, envelopes and other containers used, intended for use or designed for use in packaging small quantities of controlled substances or controlled substance analogs;

(9) containers and other objects used, intended for use or designed for use in storing or concealing controlled substances or controlled substance analogs;

(10) hypodermic syringes, needles and other objects used, intended for use or designed for use in parenterally injecting controlled substances or controlled substance analogs into the human body;

(11) objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing cocaine into the human body, such as:

(a) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;

(b) water pipes;

(c) carburetion tubes and devices;

(d) smoking and carburetion masks;

(e) miniature cocaine spoons and cocaine vials;

(f) chamber pipes;

(g) carburetor pipes;

(h) electric pipes;

(i) air-driven pipes;

(j) chilams;

(k) bongs; or

(l) ice pipes or chillers; and

(12) in determining whether an object is drug paraphernalia, a court or other authority should consider, in addition to all other logically relevant factors, the following:

(a) statements by the owner or by anyone in control of the object concerning its use;

(b) the proximity of the object, in time and space, to a direct violation of the Controlled Substances Act or any other law relating to controlled substances or controlled substance analogs;

(c) the proximity of the object to controlled substances or controlled substance analogs;

(d) the existence of any residue of a controlled substance or controlled substance analog on the object;

(e) instructions, written or oral, provided with the object concerning its use;

(f) descriptive materials accompanying the object that explain or depict its use;

(g) the manner in which the object is displayed for sale; and

(h) expert testimony concerning its use;

U. "controlled substance analog" means a substance other than a controlled substance that has a chemical structure substantially similar to that of a controlled substance in Schedule I, II, III, IV or V or that was specifically designed to produce effects substantially similar to that of controlled substances in Schedule I, II, III, IV or V. Examples of chemical classes in which controlled substance analogs are found:

(1) include:

(a) phenethylamines;

(b) N-substituted piperidines;

(c) morphinans;

(d) ecgonines;

(e) quinazolinones;

(f) substituted indoles; and

(g) arylcycloalkylamines; and

(2) do not include those substances that are generally recognized as safe and effective within the meaning of the Federal Food, Drug, and Cosmetic Act or have been manufactured, distributed or possessed in conformance with the provisions of an approved new drug application or an exemption for investigational use within the meaning of Section 505 of the Federal Food, Drug, and Cosmetic Act;

V. "human consumption" includes application, injection, inhalation, ingestion or any other manner of introduction;

W. "drug-free school zone" means a public school, parochial school or private school or property that is used for a public, parochial or private school purpose and the area within one thousand feet of the school property line, but it does not mean any post-secondary school; and

X. "valid practitioner-patient relationship" means a professional relationship, as defined by the practitioner's licensing board, between the practitioner and the patient."

SECTION 64. Section 30-31-6 NMSA 1978 (being Laws 1972, Chapter 84, Section 6, as amended) is amended to read:

"30-31-6. SCHEDULE I.--The following controlled substances are included in Schedule I:

A. any of the following opiates, including their isomers, esters, ethers, salts, and salts of isomers, esters and ethers, unless specifically exempted, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(1) acetylmethadol;

(2) allylprodine;

(3) alphacetylmethadol;

(4) alphameprodine;

(5) alphamethadol;

(6) benzethidine;

(7) betacetylmethadol;

(8) betameprodine;

(9) betamethadol;

(10) betaprodine;

(11) clonitazene;

(12) dextromoramide;

(13) dextrorphan;

(14) diampromide;

(15) diethylthiambutene;

(16) dimenoxadol;

(17) dimepheptanol;

(18) dimethylthiambutene;

(19) dioxaphetyl butyrate;

(20) dipipanone;

(21) ethylmethylthiambutene;

(22) etonitazene;

(23) etoxeridine;

(24) furethidine;

(25) hydroxypethidine;

(26) ketobemidone;

(27) levomoramide;

(28) levophenacylmorphan;

(29) morpheridine;

(30) noracymethadol;

(31) norlevorphanol;

(32) normethadone;

(33) norpipanone;

(34) phenadoxone;

(35) phenampromide;

(36) phenomorphan;

(37) phenoperidine;

(38) piritramide;

(39) proheptazine;

(40) properidine;

(41) racemoramide; and

(42) trimeperidine;

B. any of the following opium derivatives, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) acetorphine;

(2) acetyldihydrocodeine;

(3) benzylmorphine;

(4) codeine methylbromide;

(5) codeine-N-oxide;

(6) cyprenorphine;

(7) desomorphine;

(8) dihydromorphine;

(9) etorphine;

(10) heroin;

(11) hydromorphinol;

(12) methyldesorphine;

(13) methyldihydromorphine;

(14) morphine methylbromide;

(15) morphine methylsulfonate;

(16) morphine-N-oxide;

(17) myrophine;

(18) nicocodeine;

(19) nicomorphine;

(20) normorphine;

(21) pholcodine; and

(22) thebacon;

C. any material, compound, mixture or preparation that contains any quantity of the following hallucinogenic substances, their salts, isomers and salts of isomers, unless specifically exempted, whenever the existence of these salts, isomers and salts of isomers is possible within the specific chemical designation:

(1) 3,4-methylenedioxy amphetamine;

(2) 5-methoxy-3,4-methylenedioxy amphetamine;

(3) 3,4,5-trimethoxy amphetamine;

(4) bufotenine;

(5) diethyltryptamine;

(6) dimethyltryptamine;

(7) 4-methyl-2,5-dimethoxy amphetamine;

(8) ibogaine;

(9) lysergic acid diethylamide;

(10) mescaline;

(11) peyote, except as otherwise provided in the Controlled Substances Act;

(12) N-ethyl-3-piperidyl benzilate;

(13) N-methyl-3-piperidyl benzilate;

(14) psilocybin;

(15) psilocyn;

(16) synthetic cannabinoids, including:

(a) 1-[2-(4-(morpholinyl)ethyl] -3-(1-naphthoyl)indole;

(b) 1-butyl-3-(1-napthoyl)indole;

(c) 1-hexyl-3-(1-naphthoyl)indole;

(d) 1-pentyl-3-(1-naphthoyl)indole;

(e) 1-pentyl-3-(2-methoxyphenylacetyl) indole;

(f) cannabicyclohexanol (CP 47, 497 and homologues: 5-(1,1-dimethylheptyl)-2-[(1R,3S) -3-hydroxycyclohexyl]-phenol (CP-47,497); and 5-(1, 1-dimethyloctyl)-2-[(1R,3S)-3-hydroxycyclohexyl]-phenol;

(g) 6aR,10aR)-9-(hydroxymethyl)

-6,6-dimethyl-3-(2-methyloctan-2-yl)-6a,7,10,
10a-tetrahydrobenzo[c]chromen-1-ol);

(h) dexanabinol, (6aS,10aS)
-9-(hydroxymethyl)-6,6-dimethyl-3-(2-methyloctan-2-yl)
-6a,7,10,10a-tetrahydrobenzo[c]chromen-1-ol;

(i) 1-pentyl-3-(4-chloro naphthoyl)
indole;

(j) (2-methyl-1-propyl-1H-indol-3-yl)
-1-naphthalenyl-methanone; and

(k) 5-(1,1-dimethylheptyl)-2-(3-hydroxy
cyclohexyl)-phenol;

(17) 3,4-methylenedioxymethcathinone;

(18) 3,4-methylenedioxypyrovalerone;

(19) 4-methylmethcathinone;

(20) 4-methoxymethcathinone;

(21) 3-fluoromethcathinone; and

(22) 4-fluoromethcathinone;

D. the enumeration of peyote as a controlled
substance does not apply to the use of peyote in bona fide
religious ceremonies by a bona fide religious organization,
and members of the organization so using peyote are exempt
from registration. Any person who manufactures peyote for or
distributes peyote to the organization or its members shall
comply with the federal Comprehensive Drug Abuse Prevention
and Control Act of 1970 and all other requirements of law;

E. the enumeration of Schedule I controlled substances does not apply to:

(1) hemp pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(2) cultivation of hemp by persons pursuant to rules promulgated by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture;

(3) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols with concentrations of up to five percent as measured using a post-decarboxylation method and based on percentage dry weight, possessed by a person in connection with the cultivation, transportation, testing, researching, manufacturing or other processing of the plant Cannabis sativa L., or any part of the plant whether growing or not, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; or

(4) tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, including

tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols in any concentration possessed by a person in connection with the extraction of tetrahydrocannabinols or chemical derivatives of tetrahydrocannabinols, if authorized pursuant to rules promulgated, pursuant to the Hemp Manufacturing Act, by the board of regents of New Mexico state university on behalf of the New Mexico department of agriculture or the department of environment; and

F. controlled substances added to Schedule I by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978."

SECTION 65. Section 30-31-7 NMSA 1978 (being Laws 1972, Chapter 84, Section 7, as amended) is amended to read:

"30-31-7. SCHEDULE II.--

A. The following controlled substances are included in Schedule II:

(1) any of the following substances, except those narcotic drugs listed in other schedules, whether produced directly or indirectly by extraction from substances of vegetable origin, or independently by means of chemical synthesis, or by combination of extraction and chemical synthesis:

(a) opium and opiate, and any salt, compound, derivative or preparation of opium or opiate;

(b) any salt, compound, isomer, derivative or preparation thereof that is chemically equivalent or identical with any of the substances referred to in Subparagraph (a) of this paragraph, but not including the isoquinoline alkaloids of opium;

(c) opium poppy and poppy straw; and

(d) coca leaves and any salt, compound, derivative or preparation of coca leaves, and any salt, compound, derivative or preparation thereof that is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions that do not contain cocaine or ecgonine;

(2) any of the following opiates, including their isomers, esters, ethers, salts and salts of isomers, whenever the existence of these isomers, esters, ethers and salts is possible within the specific chemical designation:

(a) alphaprodine;

(b) anileridine;

(c) bezitramide;

(d) dihydrocodeine;

(e) diphenoxylate;

(f) fentanyl;

(g) hydromorphone;

(h) isomethadone;

(i) levomethorphan;

(j) levorphanol;

(k) meperidine;

(l) metazocine;

(m) methadone;

(n) methadone--intermediate, 4-cyano-2-dimethylamino-4, 4-diphenyl butane;

(o) moramide--intermediate, 2-methyl-3-morpholino-1, 1-diphenyl-propane-carboxylic acid;

(p) oxycodone;

(q) pethidine;

(r) pethidine--intermediate--A, 4-cyano-1-methyl-4-phenylpiperidine;

(s) pethidine--intermediate--B, ethyl-4-phenyl-piperidine-4-carboxylate;

(t) pethidine--intermediate--C, 1-methyl-4-phenylpiperidine-4-carboxylic acid;

(u) phenazocine;

(v) piminodine;

(w) racemethorphan; and

(x) racemorphan;

(3) unless listed in another schedule, any material, compound, mixture or preparation that contains any quantity of the following substances having a potential for abuse associated with a stimulant effect on the central nervous system:

(a) amphetamine, its salts, optical isomers and salts of its optical isomers;

(b) phenmetrazine and its salts;

(c) methamphetamine, its salts, isomers and salts of isomers; and

(d) methylphenidate; and

(4) controlled substances added to Schedule II by rule adopted by the board pursuant to Section 30-31-3 NMSA 1978.

B. Where methadone is prescribed, administered or dispensed by a practitioner of a drug abuse rehabilitation program while acting in the course of the practitioner's professional practice, or otherwise lawfully obtained or possessed by a person, such person shall not possess such methadone beyond the date stamped or typed on the label of the container of the methadone, nor shall any person possess methadone except in the container in which it was originally administered or dispensed to such person, and such container shall include a label showing the name of the prescribing physician or practitioner, the identity of methadone, the name of the ultimate user, the date when the methadone is to be administered to or used or consumed by the named ultimate user shown on the label and a warning on the label of the methadone container that the ultimate user must use, consume or administer to the ultimate user the methadone in such

container. Any person who violates this subsection is guilty of a felony and shall be punished by imprisonment for not less than one year nor more than five years, or by a fine of up to five thousand dollars ($5,000), or both."

SECTION 66. Section 30-31-21 NMSA 1978 (being Laws 1972, Chapter 84, Section 21, as amended) is amended to read:

"30-31-21. DISTRIBUTION TO A MINOR.--Except as authorized by the Controlled Substances Act, no person who is eighteen years of age or older shall intentionally distribute a controlled substance to a person under the age of eighteen years. Any person who violates this section with respect to a controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of any controlled substance enumerated in Schedule I, II, III or IV is:

(1) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 67. Section 30-31-22 NMSA 1978 (being Laws 1972, Chapter 84, Section 22, as amended) is amended to read:

"30-31-22. CONTROLLED OR COUNTERFEIT SUBSTANCES--DISTRIBUTION PROHIBITED.--

A. Except as authorized by the Controlled

Substances Act, it is unlawful for a person to intentionally distribute or possess with intent to distribute a controlled substance or a controlled substance analog except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers. A person who violates this subsection with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the

provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

B. It is unlawful for a person to distribute gamma hydroxybutyric acid or flunitrazepam to another person

without that person's knowledge and with intent to commit a crime against that person, including criminal sexual penetration. For the purposes of this subsection, "without that person's knowledge" means the person is unaware that a substance with the ability to alter that person's ability to appraise conduct or to decline participation in or communicate unwillingness to participate in conduct is being distributed to that person. Any person who violates this subsection is:

(1) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. Except as authorized by the Controlled Substances Act, it is unlawful for a person to intentionally create or deliver, or possess with intent to deliver, a counterfeit substance. A person who violates this subsection with respect to:

(1) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(2) a counterfeit substance enumerated in

Schedule V is guilty of a petty misdemeanor and shall be punished by a fine of not more than one hundred dollars ($100) or by imprisonment for a definite term not to exceed six months, or both.

D. A person who knowingly violates Subsection A or C of this section while within a drug-free school zone with respect to:

(1) synthetic cannabinoids is:

(a) for the first offense, guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(b) for the second and subsequent offenses, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(c) for the first offense, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(d) for the second and subsequent offenses, if more than one hundred pounds is possessed with intent to distribute or distributed or both, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a controlled substance enumerated in Schedule I, II, III or IV except a substance enumerated in Schedule I or II that is a narcotic drug, a controlled substance analog of a controlled substance enumerated in Schedule I or II that is a narcotic drug or methamphetamine, its salts, isomers and salts of isomers, is:

(a) for the first offense, guilty of a second degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(b) for the second and subsequent offenses, guilty of a first degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) a controlled substance enumerated in Schedule V or a controlled substance analog of a controlled substance enumerated in Schedule V is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(4) the intentional creation, delivery or possession with the intent to deliver:

(a) a counterfeit substance enumerated in Schedule I, II, III or IV is guilty of a third degree felony and shall be sentenced pursuant to the provisions of

Section 31-18-15 NMSA 1978; and

(b) a counterfeit substance enumerated in Schedule V is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) nor more than five hundred dollars ($500) or by imprisonment for a definite term not less than one hundred eighty days but less than one year, or both.

E. Notwithstanding the provisions of Subsection A of this section, distribution of a small amount of synthetic cannabinoids for no remuneration shall be treated as provided in Paragraph (1) of Subsection B of Section 30-31-23 NMSA 1978."

SECTION 68. Section 30-31-23 NMSA 1978 (being Laws 1972, Chapter 84, Section 23, as amended) is amended to read:

"30-31-23. CONTROLLED SUBSTANCES--POSSESSION PROHIBITED.--

A. It is unlawful for a person intentionally to possess a controlled substance unless the substance was obtained pursuant to a valid prescription or order of a practitioner while acting in the course of professional practice or except as otherwise authorized by the Controlled Substances Act. It is unlawful for a person intentionally to possess a controlled substance analog.

B. A person who violates this section with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a petty misdemeanor and shall be punished by a fine of not less than fifty dollars ($50.00) or more than one hundred dollars ($100) and by imprisonment for not more than fifteen days, and, for the second and subsequent offenses, is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both; or

(3) eight ounces or more of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

C. A minor who violates this section with respect to the substances listed in this subsection is guilty of a petty misdemeanor and, notwithstanding the provisions of Sections 32A-1-5 and 32A-2-19 NMSA 1978, shall be required to perform no more than forty-eight hours of community service.

For the third or subsequent violation by a minor of this section with respect to those substances, the provisions of Section 32A-2-19 NMSA 1978 shall govern punishment of the minor. As used in this subsection, "minor" means a person who is less than eighteen years of age. The provisions of this subsection apply to the following substances:

(1) synthetic cannabinoids;

(2) any of the substances listed in Paragraphs (17) through (22) of Subsection C of Section 30-31-6 NMSA 1978; or

(3) a substance added to Schedule I by a rule of the board adopted on or after March 31, 2011 if the board determines that the pharmacological effect of the substance, the risk to the public health by abuse of the substance and the potential of the substance to produce psychic or physiological dependence liability is similar to the substances described in Paragraph (1) or (2) of this subsection.

D. Except as provided in Subsections B and F of this section, and for those substances listed in Subsection E of this section, a person who violates this section with respect to any amount of any controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV is guilty of a misdemeanor and shall be punished by a fine of

not less than five hundred dollars ($500) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both.

E. A person who violates this section with respect to phencyclidine as enumerated in Schedule III or a controlled substance analog of phencyclidine; methamphetamine, its salts, isomers or salts of isomers as enumerated in Schedule II or a controlled substance analog of methamphetamine, its salts, isomers or salts of isomers; flunitrazepam, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of flunitrazepam, including naturally occurring metabolites, its salts, isomers or salts of isomers; gamma hydroxybutyric acid and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma hydroxybutyric acid, its salts, isomers or salts of isomers; gamma butyrolactone and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule I or a controlled substance analog of gamma butyrolactone, its salts, isomers or salts of isomers; 1-4 butane diol and any chemical compound that is metabolically converted to gamma hydroxybutyric acid, its salts, isomers or salts of isomers as enumerated in Schedule

I or a controlled substance analog of 1-4 butane diol, its salts, isomers or salts of isomers; or a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978.

F. Except for a minor as provided in Subsection C of this section, a person who violates Subsection A of this section while within a posted drug-free school zone, excluding private property residentially zoned or used primarily as a residence and excluding a person in or on a motor vehicle in transit through the posted drug-free school zone, with respect to:

(1) one ounce or less of synthetic cannabinoids is, for the first offense, guilty of a misdemeanor and shall be punished by a fine of not less than one hundred dollars ($100) or more than one thousand dollars ($1,000) or by imprisonment for a definite term less than one year, or both, and for the second or subsequent offense, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(2) more than one ounce and less than eight ounces of synthetic cannabinoids is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(3) eight ounces or more of synthetic cannabinoids is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978;

(4) any amount of any other controlled substance enumerated in Schedule I, II, III or IV or a controlled substance analog of a substance enumerated in Schedule I, II, III or IV, except phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II or a controlled substance analog of a narcotic drug enumerated in Schedule I or II, is guilty of a fourth degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978; and

(5) phencyclidine as enumerated in Schedule III, a narcotic drug enumerated in Schedule I or II, a controlled substance analog of phencyclidine or a controlled substance analog of a narcotic drug enumerated in Schedule I or II is guilty of a third degree felony and shall be sentenced pursuant to the provisions of Section 31-18-15 NMSA 1978."

SECTION 69. Section 30-31-34 NMSA 1978 (being Laws 1972, Chapter 84, Section 33, as amended) is amended to read:

"30-31-34. FORFEITURES--PROPERTY SUBJECT.--The following are subject to forfeiture pursuant to the provisions of the Forfeiture Act:

A. all raw materials, products and equipment of any kind, including firearms that are used or intended for use in manufacturing, compounding, processing, delivering, importing or exporting any controlled substance or controlled substance analog in violation of the Controlled Substances Act;

B. all property that is used or intended for use as a container for property described in Subsection A of this section;

C. all conveyances, including aircraft, vehicles or vessels that are used or intended for use to transport or in any manner to facilitate the transportation for the purpose of sale of property described in Subsection A of this section;

D. all books, records and research products and materials, including formulas, microfilm, tapes and data that are used or intended for use in violation of the Controlled Substances Act;

E. narcotics paraphernalia or money that is a fruit or instrumentality of the crime;

F. notwithstanding Subsection C of this section and the provisions of the Forfeiture Act:

(1) a conveyance used by a person as a common carrier in the transaction of business as a common carrier shall not be subject to forfeiture pursuant to this

section unless it appears that the owner or other person in charge of the conveyance is a consenting party or privy to a violation of the Controlled Substances Act;

(2) a conveyance shall not be subject to forfeiture pursuant to this section by reason of an act or omission established for the owner to have been committed or omitted without the owner's knowledge or consent;

(3) a conveyance is not subject to forfeiture for a violation of law the penalty for which is a misdemeanor; and

(4) a forfeiture of a conveyance encumbered by a bona fide security interest shall be subject to the interest of a secured party if the secured party neither had knowledge of nor consented to the act or omission; and

G. all drug paraphernalia as defined by Subsection T of Section 30-31-2 NMSA 1978."

SECTION 70. TEMPORARY PROVISION--TRANSFER--FUNCTIONS, PERSONNEL, MONEY, PROPERTY, CONTRACTUAL OBLIGATIONS AND STATUTORY REFERENCES--MEDICAL CANNABIS FUND--RULES.--

A. On the effective date of this act, all functions, personnel, money, appropriations, records, furniture, equipment and other property of the department of health's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be transferred to the regulation and licensing

department.

B. On the effective date of this act, all contractual obligations and other agreements of the department of health as they pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties are binding on the regulation and licensing department.

C. Statutory references to the department of health that pertain to the department's medical cannabis program that are not part of the department's medical cannabis registry powers and duties shall be deemed to be references to the cannabis control division of the regulation and licensing department.

D. On the effective date of this act, any unexpended or unencumbered balance in the medical cannabis fund is transferred to the cannabis regulation fund.

E. Except to the extent any administrative rules are inconsistent with the provisions of this act, any administrative rules adopted by an officer, agency or other entity whose responsibilities have been transferred pursuant to the provisions of this act to another officer, agency or other entity remain in force until amended by the officer, agency or other entity to which the responsibility for the adoption of the rules has been transferred. To the extent any administrative rules are inconsistent with the provisions

of this act, such rules are null and void.

SECTION 71. TEMPORARY PROVISION--STUDY--REPORT.--

A. The legislative finance committee shall study the fiscal and economic impacts of the Cannabis Regulation Act for fiscal years 2023 through 2027 and provide a report to the revenue stabilization and tax policy committee on or before December 1, 2027.

B. The report shall include:

(1) the impacts on budgets and staffing of the regulation and licensing department and the department of health;

(2) the impacts on general fund revenue and expenses;

(3) the impacts on potential funds created by the Cannabis Regulation Act;

(4) the impacts on the medical cannabis program;

(5) the impacts on local and state law enforcement; and

(6) the economic impact on the state, including:

(a) job creation;

(b) tourism; and

(c) other economic impacts.

SECTION 72. REPEAL.--Section 9-7-17.1 NMSA 1978 (being

Laws 2012, Chapter 42, Section 1) is repealed.

SECTION 73. DELAYED REPEAL.--Section 40 of this act is repealed effective December 31, 2025.

Appendix F: Senate Bill 2: Expungement of Certain Criminal Records

AN ACT

RELATING TO CRIMINAL RECORDS; PROVIDING FOR EXPUNGEMENT OF ARREST AND CONVICTION RECORDS FOR CERTAIN CANNABIS OFFENSES; PROVIDING FOR DISMISSAL OF SENTENCES OF INCARCERATED PERSONS; REVISING THE LIST OF CRIMINAL RECORDS THAT CANNOT BE CONSIDERED IN AN APPLICATION FOR PUBLIC EMPLOYMENT, LICENSURE OR OTHER AUTHORITY TO PRACTICE A TRADE, BUSINESS OR PROFESSION; AMENDING THE CRIMINAL RECORD EXPUNGEMENT ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. Section 28-2-3 NMSA 1978 (being Laws 1974, Chapter 78, Section 3, as amended) is amended to read:

"28-2-3. EMPLOYMENT ELIGIBILITY DETERMINATION.--

A. Subject to the provisions of Subsection B of this section and Sections 28-2-4 and 28-2-5 NMSA 1978, in determining eligibility for employment with the state or any of its political subdivisions or for a license, permit, certificate or other authority to engage in any regulated trade, business or profession, the board or other department or agency having jurisdiction may take into consideration a conviction, but the conviction shall not operate as an automatic bar to obtaining public employment or license or other authority to practice the trade, business or profession. A board, department or agency of the state or any of its political subdivisions shall not make an inquiry

SJC/SB 2
Page 1

regarding a conviction on an initial application for employment and shall only take into consideration a conviction after the applicant has been selected as a finalist for the position.

B. The following criminal records shall not be used, distributed or disseminated in connection with an application for any public employment, license or other authority:

(1) records of arrest not followed by a valid conviction;

(2) convictions that have been sealed, dismissed, expunged or pardoned;

(3) juvenile adjudications; or

(4) convictions for a crime that is not job-related for the position in question and consistent with business necessity."

SECTION 2. Section 28-2-4 NMSA 1978 (being Laws 1974, Chapter 78, Section 4, as amended by Laws 1997, Chapter 238, Section 5 and also by Laws 1997, Chapter 251, Section 1) is amended to read:

"28-2-4. POWER TO REFUSE, RENEW, SUSPEND OR REVOKE PUBLIC EMPLOYMENT OR LICENSE.--

A. Any board or other agency having jurisdiction over employment by the state or any of its political subdivisions or the practice of any trade, business or

profession may refuse to grant or renew or may suspend or revoke any public employment or license or other authority to engage in the public employment, trade, business or profession for one or both of the following causes:

(1) where the applicant, employee or licensee has been convicted of a felony and the criminal conviction directly relates to the particular employment, trade, business or profession; and

(2) where the applicant, employee or licensee has been convicted of homicide, kidnapping, human trafficking, trafficking in controlled substances, criminal sexual penetration or related sexual offenses or child abuse and the applicant, employee or licensee has applied for reinstatement, renewal or issuance of a teaching certificate, a license to operate a child-care facility or employment at a child-care facility, regardless of rehabilitation.

B. The board or other agency shall explicitly state in writing the reasons for a decision that prohibits the person from engaging in the employment, trade, business or profession if the decision is based in whole or in part on conviction of any crime described in Paragraphs (1) and (2) of Subsection A of this section."

SECTION 3. Section 29-3A-1 NMSA 1978 (being Laws 2019, Chapter 203, Section 1) is amended to read:

"29-3A-1. SHORT TITLE.--Chapter 29, Article 3A NMSA

1978 may be cited as the "Criminal Record Expungement Act"."

SECTION 4. Section 29-3A-4 NMSA 1978 (being Laws 2019, Chapter 203, Section 4) is amended to read:

"29-3A-4. EXPUNGEMENT OF RECORDS UPON RELEASE WITHOUT CONVICTION.--

A. One year from the date of the final disposition in the case, a person released without conviction for a violation of a municipal ordinance, misdemeanor, felony, penalty assessments under the Criminal Code and the Motor Vehicle Code or violations and deferred sentences under the Motor Vehicle Code may petition the district court in the district in which the charges against the person originated for an order to expunge arrest records and public records related to that case.

B. A petitioner shall provide notice by first-class United States mail of the filed petition to the following parties, which parties shall be given thirty days in which to provide to the district court any objections to the petition:

(1) the district attorney for that district; and

(2) the department of public safety.

C. A single petition filed pursuant to Subsection A of this section may include a request to expunge multiple arrest records and public records that originated within the

jurisdiction of a district. A petition shall be filed under seal or under pseudonym. Petitions brought pursuant to the Criminal Record Expungement Act and all records of proceedings thereunder shall be expunged upon the conclusion of proceedings. The petitioner shall attach to and file with the petition copies of the petitioner's record of arrest and prosecutions from the department of public safety dated no earlier than ninety days prior to the date the petition is filed.

D. A party that seeks to object to a petition on the basis of the contents of a petitioner's record of arrest and prosecutions from the federal bureau of investigation must provide a copy of that record to a petitioner at no charge at the time the party objects.

E. After a hearing on the petition, the court shall issue an order within thirty days of the hearing requiring that all arrest records and public records related to the case be expunged if it finds that no other charge or proceeding is pending against the petitioner and if the petitioner was released without a conviction, including:

(1) an acquittal or finding of not guilty;

(2) a nolle prosequi, a no bill or other dismissal;

(3) a referral to a preprosecution diversion program;

(4) an order of conditional discharge pursuant to Section 31-20-13 NMSA 1978; or

(5) the proceedings were otherwise discharged.

F. The court shall cause a copy of the order to be delivered to all relevant law enforcement agencies and courts. The order shall prohibit all relevant law enforcement agencies and courts from releasing copies of the records to any person, except upon order of the court."

SECTION 5. A new section of the Criminal Record Expungement Act is enacted to read:

"EXPUNGEMENT OF ARREST AND CONVICTION RECORDS--PROCEDURE.--If a person was charged with an offense involving cannabis that is no longer a crime on the effective date of the Cannabis Regulation Act or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, whether or not the person is convicted, all public records held by a court or an agency of the state or a local jurisdiction that relate to the person's arrest or conviction shall be automatically expunged two years after the date of the person's conviction or the date of the person's arrest if there was no conviction; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. If the person is or was

under eighteen years of age at the time of the arrest or conviction, the public records shall be retained for two years or until the person is eighteen years of age, whichever comes first, and shall then be automatically expunged; provided that if the arrest or conviction included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged. The public records shall be removed from all statewide criminal databases. The supreme court shall promulgate rules to implement the provisions of this section."

SECTION 6. A new section of the Criminal Record Expungement Act is enacted to read:

"DISMISSAL OF SENTENCES--INCARCERATED PERSONS.--

A. Within thirty days following the effective date of this section, a correctional facility, a county jail or a juvenile correctional facility in which a person is currently incarcerated for an offense that is no longer a crime pursuant to the provisions of the Cannabis Regulation Act, or that would have resulted in a lesser offense if that act had been in effect at the time of the offense, shall notify the court that the convicted person's case may be:

(1) reopened to consider possible dismissal of the person's sentence; or

(2) expunged pursuant to the provisions of the Criminal Record Expungement Act.

B. A court shall reopen a case pursuant to Subsection A of this section and dismiss the person's sentence if it is legally invalid.

C. A person who has completed the person's sentence for a conviction, whether by trial or negotiated plea, who would not have been guilty of an offense or who would have been guilty of a lesser offense if the Cannabis Regulation Act had been in effect at the time of the offense is entitled to have the conviction dismissed and expunged because the prior conviction is now legally invalid or redesignated as a penalty assessment citation.

D. On or before January 1, 2022, the department of public safety shall review the public records in the state criminal history databases and shall identify all past convictions that are potentially eligible for dismissal and expungement or redesignation pursuant to the Cannabis Regulation Act. The department of public safety shall notify the corrections department, prosecutors and defense counsel of record in the case resulting in the conviction of all cases that are eligible for dismissal and expungement or redesignation.

E. The prosecutor of the case shall have until July 1, 2022 to review all cases and determine whether to challenge the dismissal and expungement or redesignation.

F. The prosecutor of the case may challenge the

resentencing of a person pursuant to this section when the person does not meet the criteria established under the Cannabis Regulation Act.

G. On or before July 1, 2022, the prosecutor of the case shall inform the court and defense counsel of record in the case resulting in the conviction when the prosecutor of the case is challenging a particular dismissal and expungement or redesignation. The prosecutor of the case shall also inform the court when the prosecutor of the case is not challenging a particular dismissal and expungement or redesignation.

H. If the prosecutor of the case does not challenge the dismissal and expungement or redesignation by July 1, 2022, the court shall notify the department of public safety that the case has been dismissed. Upon notice, the department of public safety shall expunge the public record pertaining to the offense; provided that if the arrest included multiple charges, only the portions of the public records related to the cannabis charge shall be expunged.

I. A person who is currently incarcerated or who was incarcerated in the past for a cannabis offense that is no longer a crime may at any time petition to modify the person's criminal sentence or to have the person's conviction vacated. If the petition is granted, the court shall issue an order within thirty days of the granting of the petition

requiring that the portions of the public records related to the cannabis offense, as well as all records of proceedings related to the petition for expungement, be expunged.

J. Nothing in this section is intended to diminish or abrogate any rights or remedies otherwise available to a person who was convicted of or incarcerated for a cannabis offense.

K. The provisions of this section shall apply equally to juvenile delinquency adjudications and convictions of a juvenile if the juvenile would not have been guilty of an offense or would have been guilty of a lesser offense as provided in the Cannabis Regulation Act.

L. No fee or cost of any kind shall be imposed upon a person whose sentence is reviewed pursuant to this section."

SECTION 7. Section 61-1-1 NMSA 1978 (being Laws 1957, Chapter 247, Section 1, as amended) is amended to read:

"61-1-1. SHORT TITLE.--Chapter 61, Article 1 NMSA 1978 may be cited as the "Uniform Licensing Act"."

SECTION 8. A new section of the Uniform Licensing Act is enacted to read:

"CRIMINAL CONVICTIONS--EXCLUSION FROM LICENSURE--DISCLOSURE REQUIREMENT.--

A. A board shall not exclude from licensure a person who is otherwise qualified on the sole basis that the

person has been previously arrested for or convicted of a crime, unless the person has a disqualifying criminal conviction.

B. By December 31, 2021, each board shall promulgate and post on the board's website rules relating to licensing requirements to list the specific criminal convictions that could disqualify an applicant from receiving a license on the basis of a previous felony conviction. Rules relating to licensing requirements promulgated by a board shall not use the terms "moral turpitude" or "good character". A board shall only list disqualifying criminal convictions.

C. In an administrative hearing or agency appeal, a board shall carry the burden of proof on the question of whether the exclusion from occupational or professional licensure is based upon a disqualifying criminal conviction.

D. No later than October 31 of each year, while ensuring the confidentiality of individual applicants, a board shall make available to the public an annual report for the prior fiscal year containing the following information:

(1) the number of applicants for licensure and, of that number, the number granted a license;

(2) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who received notice of potential disqualification;

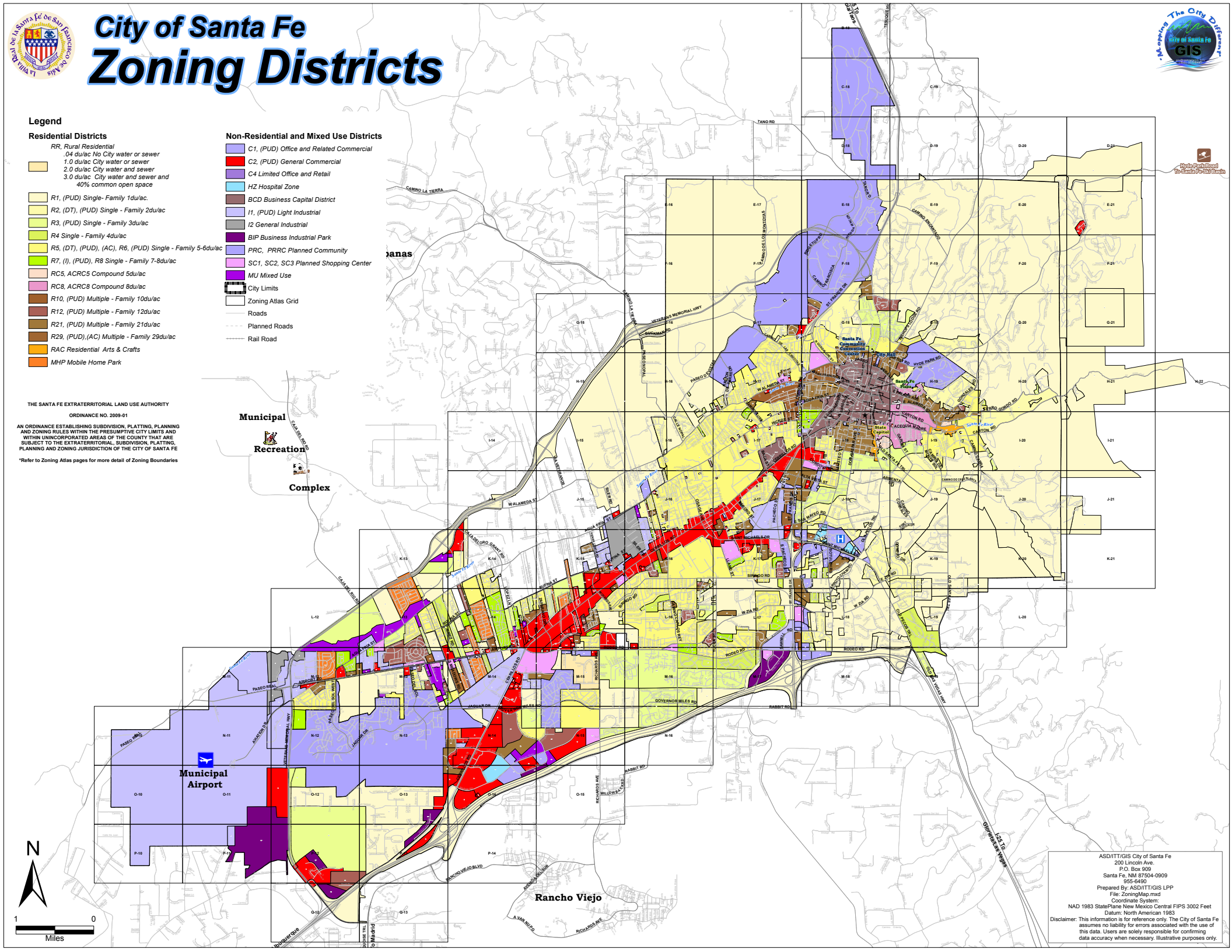
(3) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who provided a written justification with evidence of mitigation or rehabilitation; and

(4) the number of applicants for licensure or license renewal with a potential disqualifying criminal conviction who were granted a license, denied a license for any reason or denied a license because of the conviction.

E. As used in this section, "disqualifying criminal conviction" means a conviction for a crime that is job-related for the position in question and consistent with business necessity."

La Villa Real de la Santa Fé de San Francisco de Asis
1610
1821
1846

City of Santa Fe
Zoning Districts



FIR No. 10332

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Cannabis Zoning

Sponsor(s): Planning Commission

Reviewing Department(s): Community Development/Land Use, Finance

Staff Completing FIR: Jason Kluck, Bradley Fluetsch, CFA Date: 8/11/2021 Phone: 231-8753

Reviewed by City Attorney: _____ Date: Sep 14, 2021

Reviewed by Finance Director: _____ Date: Sep 14, 2021

Summary:
This Bill would amend the Land Development Code by adding a new category of Commercial Cannabis Establishments in the Santa Fe City Code ("SFCC" 14-6.1-1 (Table of Permitted Uses). The Bill further clarifies what zoning districts various types of Commercial Cannabis Establishments would be permitted in, as well as adopts minimum distances between cannabis retail establishments and schools or daycares. The Bill includes proposed changes to Subsection 14-6.2(H) (agricultural uses), 14-6.3(D)(2) (home occupations), 14-12.1 (definitions), and adding a new subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations, and operating times. The goal of this proposed legislation is aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare of the City of Santa Fe.

Departments Affected:
Community Development-Planning and Land Use Department

Consequences of Not Enacting Legislation:
Current zoning regulations do not adequately address the needs and complexities of this new use and emerging industry. Without legislation allowing implementation of land development regulations that guide and support the commercial cannabis industry, of the City would not have local control of time, place, and manner criteria. If the proposed bill is not adopted, cannabis establishments would be subject to existing Land Use Code criteria which is more lenient than what is proposed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
There is no conflict, duplication, companion or relation to any other legislation.

Performance and Administrative Implications:
For a brief time, there will be more than usual new businesses starting and there will be an increased work load on staff and that should subside after the initial wave has come through. By State Statute, municipalities may not prohibit cannabis establishments from operating, but they can specify in which zoning districts the establishments may exist.

Fiscal Implications:
Ensuring new cannabis establishments abide by the density limitations set forth in the bill will require staff time.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

There is no expense narrative, this is normal course business that would be done for any new business.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Although the proposed changes are similar to adding any new classifications for new businesses to the Land Use Code, which will not create any new revenue, the Finance Department provides the following information: With regards to the revenue impact from the new retail cannabis industry in Santa Fe, in Fiscal Year 2022, the State expects a loss of GRT revenue because GRT will no longer be applied to medical marijuana, and sales of recreational marijuana will not start until April 2022. The City of Santa Fe also anticipates a loss of GRT before the first sales of recreational marijuana because GRT will no longer be applied to medical marijuana in FY22. The City of Santa Fe is currently assessing anticipated revenue impact to the City from the sales of recreational marijuana.

Proposed Legislation to Address Zoning Issues Related to Commercial Cannabis Establishments

Noah Berke, AICP, CFM
Planning Manager
City of Santa Fe Planning and Land Use Department

What code changes are proposed?

- Amend the Land Development Code by adding a new category of specific uses, “Commercial Cannabis Establishments,” in the Santa Fe City Code (“SFCC” 14-6.1-1 (Table of Permitted Uses);
- Amend Subsection 14-6.2(H) (agricultural uses);
- Amend Subsection 14-6.3(D)(2) (home occupations);
- Amend Subsection 14-12.1 (definitions); and
- Adds a new Subsection 14-6.2(I) to adopt use specific standards for cannabis establishments including density limitations and operating times.

Cannabis Regulation Act

Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local regulatory authority.

The State of New Mexico will start accepting applications for Cannabis Producer Licenses on September 1, 2021.

The State is still working on the regulations for Cannabis Retail Establishments and Cannabis Consumption Areas. They will start accepting applications for those on January 1, 2021.

NMRLD

NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

The State has clearly outlined that a local jurisdiction cannot:

- Prevent anyone properly licensed from transporting cannabis products on public roads;
- Completely prohibit the operation of a cannabis licensee;
- Prohibit or limit signage identifying a business as a cannabis establishment if it's attached to or located on the business premises;
- Require a cannabis establishment or a cannabis consumption area be located more than 300 feet from a school or daycare center that existed when the cannabis establishment or consumption area was licensed;
- Require an existing cannabis licensee to relocate to a new premises; or
- Prohibit an adult New Mexican from producing homegrown cannabis.

Background

- On July, 14, 2021, the Governing Body heard a presentation from Staff which outlined how the Land Use Department would classify cannabis establishments under the current zoning and land use codes. Staff also made formal cannabis recommendations moving forward. As contemplated in Chapter 14, the Planning Commission is making the recommendations for changes to the Chapter, beginning with the recommendations from its policy subcommittee.
- The Policy Subcommittee conducted several meetings to formalize answers to the broad land use policy questions that Staff posed to the Governing Body on July 14, 2021.
- The Subcommittee's primary focus has been to make recommendations regarding appropriate time, place, and manner restrictions for the following types of cannabis establishments: commercial retail, production (growing), testing and research laboratories, manufacturing facilities, and vertically integrated cannabis establishments. The Policy Subcommittee's recommendations are aimed at promoting the cannabis economy while protecting public health, safety, and the general welfare.
- The Planning Commission heard Staff's recommendations at their meetings of August 19, 2021 and September 2, 2021. They ultimately recommended approval to the Governing Body.
- The main conversations had to do with distance between cannabis retail establishments and cannabis producer microbusinesses.
- The City Attorney made technical amendments to the Planning Commission's recommended legislation in order to sign for legal sufficiency. The technical changes are not intended to modify the policy recommendations included in the Planning Commission's recommended legislation. Rather, they consolidate the use sub-categories without associated regulatory distinctions; streamline multiple provisions prohibiting home occupations into one; remove provisions requiring adherence to existing law; and add or refine language in a few instances to clarify intent.

Proposed Legislative Changes to Chapter 14

Commercial Cannabis Establishments would be divided into two classes for Production:

1. Cannabis Producer:

A business conducted by a person licensed to cultivate cannabis, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person possesses two hundred and one (201) total mature cannabis plants or more at any one time.

- Permitted indoors: I-1 and I-2
- Permitted indoors or outdoors with Special Use Permit: C-2 and BIP

2. Cannabis Producer Microbusiness:

A small business conducted by a person licensed to cultivate cannabis at a single location, including the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis, provided that the person may not possess more than two hundred (200) total mature cannabis plants at any one time.

- Permitted indoors: C-2, I-1, I-2, BIP, SC-1, SC-2 and SC-3
- Outdoors with Special Use Permit

Continued..

Commercial Cannabis Establishments would be divided into two classes for Manufacturing:

1. Cannabis Manufacturing, Heavy:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using volatile solvents, e.g., butane, heptane, hexane, or propane.

Permitted indoors in I-1, I-2 and BIP

2. Cannabis Manufacturing, Light:

A use that involves compounding, blending, extracting, infusing, packaging, or otherwise preparing a cannabis product using mechanical methods, nonvolatile solvents, or no solvents.

Permitted in C-2, BCD, I-1, I-2 and BIP

Commercial Cannabis Establishments would be divided into two categories for Cannabis research and testing laboratories:

1. Cannabis Research Laboratory:

A facility that produces or possesses cannabis or cannabis products for the purpose of studying cannabis cultivation, characteristics, or uses, provided that a cannabis research laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

2. Cannabis Testing Laboratory:

A facility where cannabis products are sampled, collected, and tested, provided that a cannabis testing laboratory that conducts heavy cannabis manufacturing activities shall be classified as "cannabis manufacturing, heavy."

Permitted in C-2, BCD, I-1, I-2 and BIP

Continued..

Commercial Cannabis Establishments would include one category for Cannabis Retail:

1. Commercial Cannabis Retailer:

A business conducted by a person that is licensed to sell cannabis products directly to consumers who are twenty-one years of age or older.

Permitted in C-2, BCD, I-1, I-2, BIP, SC-1, SC-2, SC-3, and MU (limited to hours of operation from 7:00 AM to 10:00 PM in MU districts only)

The Commercial Cannabis Retailer use would only be permitted if not located within three hundred (300) feet of an existing school or daycare center; new commercial cannabis retailer **would only be permitted use if located within a four hundred (400) foot distance of a commercial cannabis retailer main entrance** accessing the primary function of the establishment as approved by the City (the distance shall be measured from the main entrance of the business premise to the main entrance of the next business premise); all commercial cannabis retailers would be limited to hours of operation from 7:00 AM to 12:00 AM (midnight).

Cannabis Consumption Area:

Defined as an area where cannabis products may be served and consumed by smoking, vaping, or ingesting, provided that alcohol cannot be sold or consumed in a cannabis consumption area and entry is limited to patrons 21 years of age or older. The State of New Mexico is currently working on a framework for regulating cannabis consumption areas and legislation will be further drafted and presented to the Planning Commission and Governing Body after the State's framework is completed.

Next Steps

- The goal of this proposed legislation is to promote the cannabis economy while protecting public health, safety, and the general welfare of the residents and visitors to the City of Santa Fe.
- Staff will work with the Policy Subcommittee to draft any needed changes to Cannabis Retail Establishments and Cannabis Consumption Areas to be consistent with the States regulations.

CATEGORY Specific Use	RR	R-1 – R6	R-7 – R-9	R-7 – I	RC-5, RC-8	R-10 – R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I -1	I -2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
COMMERCIAL																						
Commercial Cannabis Establishments																						
Cannabis consumption area																						(I)
Cannabis manufacturing, heavy															P	P	P					(I)
Cannabis manufacturing, light											P			P	P	P	P					(I)
Cannabis producer microbusiness (200 mature plants max.), indoor growing only											P				P	P	P	P	P	P		(H), (I)
Cannabis producer microbusiness (200 mature plants max.), outdoor growing											S				S	S	S	S	S	S		(H), (I)
Cannabis producer, indoor growing only											S				P	P	S					(H), (I)
Cannabis producer, outdoor growing											S				S	S	S					(H), (I)
Cannabis research laboratory											P			P	P	P	P					(D)(4), (I)

CATEGORY **Specific Use**	**RR**	**R-1 – R6**	**R-7 – R-9**	**R-7 – I**	**RC-5, RC-8**	**R-10 – R-29**	**MHP**	**RAC**	**AC****	**C-1**	**C-2**	**C-4**	**HZ**	**BCD**	**I -1**	**I -2**	**BIP**	**SC-1**	**SC-2**	**SC-3**	**MU *****	**Use-Specific Regs 14-6.2**
COMMERCIAL																						
Commercial Cannabis Establishments																						
Cannabis testing laboratory											P			P	P	P	P					(D)(4), (I)
Commercial cannabis retailer											P			P	P	P	P	P	P	P	P[2]	(I)

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7a

Request to Publish Notice of Public Hearing on September 29, 2021.
An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:
Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Governing Body (Public Hearing): 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/08/21 Economic Development Advisory Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		

COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

ACTION SHEET
QUALITY OF LIFE MEETING OF 9/15/2021

ISSUE NO. 7p

CONSIDERATION OF BILL 2021-19. ADOPTION OF ORDINANCE 2021-____.

An Ordinance Amending the Land Development Code, Chapter 14 FCC 1987, to Address Zoning Issues Related to Cannabis; Amending Table 14-6.1-1, Table of Permitted Uses, to Clarify Zoning Districts for Various Types of Cannabis Establishments, and to Adopt Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.2(H), Agricultural Uses, to Address Cannabis Production; Adding a New Subsection 14-6.2(I) to Adopt Use-Specific Standards for Cannabis Establishments, Including Operating Times, Density Limitations, and a Minimum Distance Between Cannabis Retail Establishments and Schools or Daycare Centers; Amending Subsection 14-6.3(B)(2) to Prohibit Commercial Cannabis Establishments as Accessory Uses or Structures on Residentially Zoned Property; Amending Subsection 14-6.3(D)(2) to Prohibit the Conduct of a Cannabis Establishment as a Home Occupation; Amending Section 14-12.1 to Add Definitions for Various Types of Cannabis Establishments; Establishing an Effective Date; and Making Such Other Changes as are Necessary to Carry Out the Purpose of this Ordinance. (Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303 and Noah Berke, Current Planning Manager: nlberke@santafenm.gov, 955-6647)

Committee Review:

Planning Commission: 08/19/21
Planning Commission: 09/02/21
Public Works and Utilities Committee: 09/07/21
Economic Development Advisory Committee: 09/08/21
Governing Body (Request to Publish): 09/08/21
Quality of Life Committee: 09/15/21
Finance Committee: 09/20/21
Public Works and Utilities Committee: 09/27/21
Governing Body (Public Hearing): 09/29/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Cassutt for discussion. Approved to forward to 9/20/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:
Councilor Garcia requested for an amendment to be drafted for the 300 ft. rule to apply to Religious Institutions as well as daycares and schools.

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN

COUNCILOR RIVERA	X		
COUNCILOR GARICA			X
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

City of Santa Fe New Mexico
Memorandum

Date: September 7, 2021

To: Quality of Life Committee
Public Works Committee
Finance Committee
Governing Body

Via: KO
KO
Kyra Ochoa, Community Services Department Director

From: Gino Rinaldi, Division of Senior Services Director GR

ITEM AND ISSUE:

A resolution adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services, Community Services Department.

BACKGROUND AND SUMMARY:
The State-coordinated Senior Program Infrastructure Capital Improvements Plan (ICIP) establishes priorities for anticipated capital projects. It encourages entities to plan for the development of capital improvements of Senior Programs, so they do not find themselves in emergency situations, but plan for, fund, and develop infrastructure at a pace that sustains their activities. In an attempt by the State to gain a full assessment of the infrastructure needs for Senior Citizen facilities, this category was added to the ICIP and requires all Senior Citizen facilities to submit an ICIP separately from their respective fiscal agent. Complying with this requirement allows Senior Services to compete for capital outlay grants from the Aging and Long-Term Services Department.

Attached is the 2023-2027 ICIP for the City of Santa Fe, Division of Senior Services (DSS). As in years past, this process is subject to the rules and regulation of the State's Department of Finance and Administration. It includes the top ten projects for DSS for 2023-2027. The Fiscal Impact Report, which is also attached, shows no direct impact on the City of Santa Fe operating budget.

ACTION REQUESTED:
Request for approval of a resolution to adopt the 2023-2027 Senior ICIP.

ATTACHMENTS:
Resolution, 2023-2027 Senior ICIP, FIR

Signature: Kyra Ochoa
Kyra Ochoa (Sep 9, 2021 16:30 MDT)
Email: krochoa@santafenm.gov

Signature: GR
GR (Sep 9, 2021 17:18 MDT)
Email: earinaldi@santafenm.gov

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-____

INTRODUCED BY:

Councilor Roman Abeyta

Councilor Chris Rivera

A RESOLUTION

ADOPTING THE 2023-2027 SENIOR INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN ("ICIP") FOR THE DIVISION OF SENIOR SERVICES, COMMUNITY HEALTH AND SAFETY DEPARTMENT

WHEREAS, the City of Santa Fe, New Mexico recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities, and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long-range capital planning efforts; and

WHEREAS, these capital outlay projects are for improving seniors' access to various services and programs that the Division of Senior Services provide; and

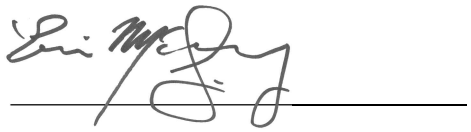
WHEREAS, investing in Seniors capital outlay projects is essential to meet the current and future demands of the growing aging population in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CIY OF SANTA FE, NEW MEXICO that

1. The City of Santa Fe hereby adopts the attached 2023-2027 Senior Infrastructure Capital Improvements Plan for the Division of Senior Services; and
2. The Plan is intended to be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED, and ADOPTED this ____ day of _____ 2021.

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/ICIP 2023-2027

NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

Home | Entity Profile | Projects | Help

Print Report | Edit Current Entity

Agency/Local Government	Entity Code	COG District	Entity Type
Mary Ester Gonzales Senior Center	01142	2	SF

ICIP Contact	Address	1121 Alto St (Physical Address)		
Eugene Rinaldi		PO BOX 909 87504-0909 (Mailing address)		
	City, State Zip	Santa Fe, NM 87501	County	Santa Fe
E-Mail Address	earinaldi@santafenm.gov			
Phone Number	505-955-4710			

Is your entity compliant with Executive Order 2013-006? http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/ Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at MEG Senior Center has increased from previous years, it still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

Mary Ester Gonzales Senior Center (MEG)
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
31793	2023	001	MEG Senior Center Roof Replacement	Facilities - Senior Facilities	36,500	700,000	0	0	0	0	736,500	700,000	No
35925	2023	002	MEG Senior Center Electrical System Upgrade	Facilities - Senior Facilities	0	250,000	0	0	0	0	250,000	250,000	No
34814	2023	003	New Senior Center	Facilities - Senior Facilities	358,865	368,865	0	6,615,000	0	0	7,342,730	6,983,865	Yes
35931	2023	004	MEG Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	235,630	0	0	0	0	235,630	235,630	No
34247	2023	005	MEG Senior Center HVAC Replacement	Equipment - Senior Center Equipment	0	140,000	0	0	0	0	140,000	140,000	No
34248	2023	006	MEG Senior Center Carpet Flooring Replacement	Facilities - Senior Facilities	0	90,000	0	0	0	0	90,000	90,000	No
31794	2023	007	MEG Senior Center Landscaping	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No

Number of projects: 7

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	395,365	1,834,495	0	6,615,000	0	0	8,844,860	8,449,495

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**31793

Project Title: MEG Senior Center Roof Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 736,500 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and replace existing roof at Mary Esther Gonzales Senior Center building, in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: During the 2016 Legislative session, the City of Santa Fe received funding in the amount of $36,500 which was fully executed on March 8, 2018. However, this funding would not be enough to replace the whole section of the roof which is now 40 years old, therefore more funding is needed. Scope of work includes planning, design and replacement of the 40-year old roof at the MEG Center with modified bitumen roof as per Carlisle Thermoplastic Polyolefin (TPO) 60 ML roofing system. Detailed activities consists of 1) tearing-off existing BRAI-APP roof layers; 2) cleaning and disposing of all debris; 3) preparing roof deck area for new application; 4) applying Carlisle-TPO 60 ML roofing system fully adhered with TPO bonding adhesive glue; and 5) ventilating roof and sealing all roof penetrations with NovaLink elastomeric sealant for finish. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	98,000	Yes	36,500	0	3/8/2018	Proj begins mid Nov.
ALTSD	700,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	798,000		36,500	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

Infrastructure Capital Improvement Plan FY2023-2027

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	10,000	0	0	0	0	10,000
Construction	No	36,500	690,000	0	0	0	0	726,500
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		36,500	700,000	0	0	0	0	736,500
Amount Not Yet Funded		700,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0

5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Cost of repairing leaking, old roof over and over again is expensive.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD and DOH.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. DSS is also required to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Healthier older adults cost less to Medicare and Medicaid programs.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. All senior City residents numbering 21,041 based on 2015 US Census Bureau have the opportunity to benefit from various programs and services DSS provides.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Health-Yes Safety-Yes Liability-Yes
Potential slip and fall liability due to roof leaks and potential mold issues if leaks go undetected in the sub-ceiling area.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 002 **Priority:** High **ID:**35925

Project Title: MEG Senior Center Electrical System Upgrade **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 250,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St., Santa Fe, NM Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, construct and upgrade the electrical system at the Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, Santa Fe County.

Scope of Work: Construct a new infrastructure to accommodate an additional service at 480 V. This will include an installation of a new transformer (480 V to 120/208 V; 600 A 3 phase transformer), a new meter and a second MDP for distribution purposes.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	250,000	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	250,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	No	0	25,000	0	0	0	0	25,000
Construction	No	0	225,000	0	0	0	0	225,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	250,000	0	0	0	0	250,000
	Amount Not Yet Funded	250,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings Not applicable.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. County of Santa Fe

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Every capital infrastructure project that Senior Services administers, the contractor is asked for work schedule based on approved Scope of Work submitted to ALTSD which the contractor adheres to.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The project indirectly advances the region's economy by maintaining the health of the Seniors. Participating in activities at Senior Centers reduces isolation and loneliness among Seniors.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Potentially, all Senior citizens residing in Santa Fe (21,401) could benefit from the project. In addition, hundreds of caregivers would also benefit from the project.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) If the electrical system is not upgraded, the electrical snowmelt system installed at back parking lot could not be operated posing danger (i.e. slip & falls) to staff & clients in winter season.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 003 **Priority:** High **ID:**34814

Project Title: New Senior Center **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 7,342,730 **Proposed project start date:** 2021

Project Location: 1121 Alto Street Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct a new Senior Center to serve the growing Senior population residing in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) As part of planning process, to conduct a feasibility study of building a new senior center within the City of Santa Fe. 2) If deemed feasible, produce architectural plans and design including architectural drawings and specifications. 3) Construct the new Senior Center according to architectural specifications and code. 4) Parking and landscaping. 5) Outdoor amenities.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	6,983,865	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	6,983,865		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	10,000	0	0	0	0	10,000
Design (Engr./Arch.)	Yes	358,865	358,865	0	0	0	0	717,730
Construction	No	0	0	0	6,615,000	0	0	6,615,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		358,865	368,865	0	6,615,000	0	0	7,342,730
	Amount Not Yet Funded	6,983,865						

PHASING BUDGET

Can this project be phased? Yes

Phasing: **Stand Alone:** No **Multi-Phased:** Yes

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	368,865	Yes	Yes	No	No	No	6
2	6,615,000	No	No	Yes	No	No	12
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	6,983,865						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	No					
If no, please explain why:	This is a proposed new facility.					
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	0	0	0	0	0	0
Annual Operating Revenues	0	0	0	0	0	0

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD because we carry out part of their mandate. Also, Santa Fe Civic Housing Authority.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. In addition, ALTSD requires obtaining Notice of Obligation before DSS can start expending.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. If this facility is built, it will require additional City staff working full-time and/or part-time. It may also offer more jobs to Seniors through Senior Employment Program.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?	Yes
If yes, please explain and provide the number of people that will benefit from the project.	The project would potentially benefit 21,401 seniors residing in Santa Fe City based on 2015 US Census.
(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	If built, it will follow all OSHA safety standards, ADA requirements, and comply with applicable local, state and federal laws and regulations.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 004 **Priority:** High **ID:**35931

Project Title: MEG Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** (505)955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 235,630 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, purchase and install a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and salad bar for Mary Esther Gonzales Senior Center Cafeteria in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design a hot/cold steam serving table, a dishwasher, 2 convection double ovens, 2 steamers, and a salad bar that is ADA accessible; 2) solicit 3 bids; 3) purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	235,630	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	235,630		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
	N/A							

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	235,630	0	0	0	0	235,630
TOTALS		0	235,630	0	0	0	0	235,630
	Amount Not Yet Funded	235,630						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current steam table and salad bar are falling apart and costing too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule & budget) has to be submitted to Capital Outlay Bureau & we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The salad bar encourages seniors to eat healthy & healthy seniors volunteer their time & energy in many organizations like MEG. Seniors volunteering in Santa Fe worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more than any other age group. Healthy seniors has more money to spend that benefits everyone of working age.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) The new hot/cold steam table & salad bar can maintain the correct temperature of food served at MEG cafeteria.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 005 **Priority:** High **ID:**34247

Project Title: MEG Senior Center HVAC Replacement **Class:** Replace Existing **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 140,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To purchase, replace, equip and install HVAC units at Mary Esther Gonzales Senior Center in the City of Santa Fe, NM, in Santa Fe County.

Scope of Work: Purchase, replace, equip and install four (5) HVAC units at the Mary Esther Gonzales Senior Center. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	210,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	210,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0

Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	No	0	140,000	0	0	0	0	140,000
TOTALS		0	140,000	0	0	0	0	140,000
	Amount Not Yet Funded	140,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Constant repair of these units has become prohibitive. Also, when the units are down, we cannot serve food at the cafeteria because it's too hot which is dangerous to seniors' health & safety.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. ALTSD as we carry out part of their mandate.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If funded, ALTSD will require DSS to submit monthly reports on the status of the project. They will also require DSS to obtain a Notice of Obligation before funds can be expended.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The congregate meals DSS provides 5 days a week has both direct and indirect impact to the regional economy which may be discontinued if our HVACs malfunction

or stop working.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision?	Yes
If yes, please explain and provide the number of people that will benefit from the project.	The project has the potential to benefit 21,401 senior citizens residing in City of Santa Fe based on US Census Bureau.
(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	Yes, especially when room temperature doesn't meet OSHA recommended workplace temperature of not lower than 68F (Winter) & not higher than 78F (Summer) for institutional buildings.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 006 **Priority:** High **ID:**34248

Project Title: MEG Senior Center Carpet Flooring Replacement **Class:** Replace Existing **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Eugene Rinaldi **Contact Phone:** (505) 955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 90,000 **Proposed project start date:** 2023

Project Location: 1121 Alto St. Santa Fe NM 87504-0909 **Latitude:** 35.685543 **Longitude:** -105.961347

Legislative Language: To purchase, replace and install new carpets at the Mary Esther Gonzales Senior Center, in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: Purchase, replace and install carpeting at Mary Esther Gonzales Senior Center with a 10-year abrasion resistant and a 20-year stain resistant carpet fiber. Work includes: 1) removing and disposing of existing carpet and cove base (approximately 10,000 sq ft); preparing substrate for application of new carpet/ cove base; and 3) installing the new carpet/cove base. Senior Services will follow the State and City of Santa Fe procurement procedures and work will be supervised/ monitored by a City of Santa Fe Public Works Project Administrator.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.
Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	90,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	90,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost

Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	90,000	0	0	0	0	90,000
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	90,000	0	0	0	0	90,000
	Amount Not Yet Funded	90,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** No **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings Maintenance costs would be much less.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	**Own:**	**Operate:**	**Own Land:**	**Own Asset:**	**Maintain:**
	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe	City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 1-9 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. This project is completed as soon as the carpeting is replaced.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. Department of Finance, Shirley Coca-Barela (Financial Analyst)

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. All services we provide at Mary Esther Gonzales Senior Center are supported by the County of Santa Fe as we act as their secondary provider for residents of County of Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. The project could potentially benefit 21,401 senior citizens residing within the City of

Santa Fe ba

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert.	Yes
If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)	A 2013 study on fall injuries in adults associated with rugs & carpets reveal that 54.2% of older adults treated in US' Emergency Depts. for falls are due to damaged carpets.

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 007 **Priority:** High **ID:**31794

Project Title: MEG Senior Center Landscaping **Class:** New **Type/Subtype:** Facilities - Senior Facilities

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 50,000 **Proposed project start date:** 2022

Project Location: 1121 Alto St Santa Fe NM 87504-0909 **Latitude:** 35.685592 **Longitude:** -105.961254

Legislative Language: To plan, design, and construct landscaped spaces/areas that offer extensive recreational opportunities for seniors using the Mary Esther Gonzales Senior Center in the City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Planning, design & budgeting; 2) ground preparation (removing grass, rocks or debris, leveling the ground, amending the soil, etc.); 3) installation of landscape elements (fences, patios, ADA walkways & retaining walls); 4) planting; and 5) installation of outdoor furnishings.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	50,000	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	50,000		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

			Estimated Costs Not Yet Funded					
	Completed	Funded to Date	2023	2024	2025	2026	2027	Total Project Cost
	N/A							

Water Rights		0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0
Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	No	0	6,750	0	0	0	0	6,750
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	No	0	43,250	0	0	0	0	43,250
Furnish/Equip/Vehicles	N/A	0	0	0	0	0	0	0
TOTALS		0	50,000	0	0	0	0	50,000
	Amount Not Yet Funded	50,000						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Infrastructure Capital Improvement Plan FY2023-2027

Has your local government/agency budgeted for operating expenses for the project when it is completed?				Yes		
If no, please explain why:						
ANNUAL OPERATING BUDGET	**YEAR 1**	**YEAR 2**	**YEAR 3**	**YEAR 4**	**YEAR 5**	**TOTAL**
Annual Operating Expenses plus Debt Service	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**
Annual Operating Revenues	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**3,808,046**	**19,040,230**

Does the project lower operating costs? No

If yes, please explain and provide estimates of operating savings

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe	City of Santa Fe	City of Santa Fe	Senior Services, City of Santa Fe
Lease/operating agreement in place?	No	No		No	No	No

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 16 years or more

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. Parks and Recreation,

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. The City of Santa Fe follows the NM State Purchasing Procurement Code and Senior Services along with Public Works oversee the project from start to finish.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. Beautiful landscaping will increase property values of surrounding neighborhoods. Might attract tourists to move to Santa Fe and 2nd homeowners to live permanently in Santa Fe.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Everyone will benefit living in areas with attractive green spaces to recreate, walk, breathe in fresh air, contemplate and relax.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. No

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.)

NEW MEXICO DEPARTMENT OF
FINANCE & ADMINISTRATION

ICIP - Entity Profile

Home | Entity Profile | Projects | Help

Print Report | Edit Current Entity

Agency/Local Government	Entity Code	COG District		Entity Type
Pasatiempo Senior Center	01144	2		SF

ICIP Contact	Address	664 Alta Vista Street		
Gino Rinaldi				
	City, State Zip	Santa Fe, NM 87505	County	Santa Fe
E-Mail Address	earinaldi@santafenm.gov			
Phone Number	505-955-4710			

Is your entity compliant with Executive Order 2013-006? http://www.nmdfa.state.nm.us/Budget-Division/Capital-Outlay-Bureau/ Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

Infrastructure Capital Improvement Plan FY 2023-2027

Pasatiempo Senior Center
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
38771	2023	001	Pasatiempo Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	65,805.297	0	0	0	0	65,805.297	65,805.297	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	65,805.297	0	0	0	0	65,805.297	65,805.297

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38771

Project Title: Pasatiempo Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 65,805.297 **Proposed project start date:** 2023

Project Location: 664 Alta Vista Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: To plan, design, purchase, and install one dishwasher and one convection oven (double decked with 2 quick disconnect with restraining devices) in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design location of dishwasher and convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	65,805.297	Yes	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	65,805.297		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	65,805.297	0	0	0	0	65,805.297
TOTALS		0	65,805.297	0	0	0	0	65,805.297
	Amount Not Yet Funded	65,805.297						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?	Yes					
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current dishwasher and convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD.

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The items will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than any

other age group. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approx. 76 seniors who are unable to drive or travel outside of their homes are served at this meal site.

ICIP for Luisa Senior Center c/o Esther Reyes

Contact: Gino Rinaldi
1520 Luisa, Apt 1
Santa Fe, NM 87505

Telephone No.: 505-995-4710

Email Address: earinaldi@santafenm.gov

County: Santa Fe

Entity Type: SF

Procurement Officer Name: Frances Dunaway

Telephone No.: 505-955-6432

Email Address: fadunaway@santafenm.gov

Financial Officer Name: Mary McCoy

Telephone No.: 505-955-6171

Email Address: mtmccoy@santafenm.gov

Executive Order 2013-006 Compliance

Is your entity compliant with Executive Order 2013-006? Yes

Does your entity have an asset management plan and/or inventory listing of capital assets? Yes

Entity Planning: Process, Nature/Effect/Options/Recommendations of Trends

Process

In March 2019, in preparation for formulating the 2023-2027 Area Plan on Aging, the Division of Senior Services has developed a preliminary strategic plan. Facilitated by an outside strategic planning consultant, this undertaking was participated by DSS Staff (Program Managers, Program Coordinators, Special Project Administrator and Administrative Assistant), 11-member of the Senior Advisory Council and other external key stakeholders (2 City Councillors, Community Services Department Director, AARP CEO, NMAAA Executive Director, etc). In the context of DSS' goals (see below), their strengths and weaknesses were assessed and analyzed vis-a-vis external opportunities and threats (SWOT Analysis) for successful delivery of Senior Services programs: door-to-door transportation, nutrition (congregate and home-delivered meals), in-home support (homemaker and respite care), preventive healthcare, volunteer opportunities, advocacy, outreach and activities/recreation for the elderly. Preliminary strategy and tactics addressing the challenges/issues identified for efficient and effective program delivery were developed including identification capital outlay needs to support the programs (e.g. a new senior center; how to attract Baby Boomers; etc.). Capital outlay needs/ projects were then prioritized through Asset Management Planning with a view to operating, maintaining and renewing our assets in the most cost effective manner possible, while providing a specific level of service. We conduct a full cycle Asset Management Plan that includes vehicle inventory, establishing remaining lifespan, developing level of service (LOS) that relates to stakeholders values and needs, establishing evaluation cycle and rating system, identifying replacement schedule, and establishing life cycle curve/costs. On the other hand, Senior Services Programs are prioritized by conducting a public hearing at the beginning of each year. In addition, in compliance with Non-Metro Area Agency on Aging funding requirement, each program (i.e. In-Home Support Services, Nutrition, Transportation and Volunteer Programs) conducts a Quality Survey annually to ensure that consumers are engaged in the development of services that will assist them. All these sources, along with an open-door policy for all seniors, resulted to providing some 4,251 Seniors with 62,214 hot meals served at five congregate meal sites and 96,596 meals delivered to home-bound Seniors; 34,722 rides to medical appointments, grocery shopping, meals, social services and other social activities and functions; 17,926 hours of in-home service and respite care provided to clients with Alzheimer's and Dementia, etc. in FY 2019-2020.

Goals

The City of Santa Fe, through its Division of Senior Services (DSS), provides a comprehensive array of programs to serve its elderly population. Our main goal is to enable Seniors residing in the City of Santa Fe to remain in their homes with a high quality of life for as long as possible through the provision of a broad spectrum of services including in-home support services, nutrition, transportation, volunteer opportunities, health and wellness programs. In this larger context, DSS' capital improvement goals are to: 1. Ensure the safety of all Seniors participating in various activities at Senior Centers by complying with all applicable Federal, State and local health and environmental regulations and building codes; 2) Ensure that all facilities and infrastructure are adequately provided and maintained to meet the needs and demands of a growing elderly population in the City of Santa Fe; 3) Ensure that our services and facilities are as accessible as possible and ADA compliant so seniors can stay living in their own homes as long as possible; and 4) Develop financial capability to build, maintain and staff necessary infrastructure to deliver critical services in a culturally appropriate, timely and cost-effective manner.

Factors/Trends Considered

Following the US Census population projection, within a decade, the City of Santa Fe will see a marked increase in population of 65 years and older mainly because of retiring Baby Boomers. Nationally, from now until 2030, 10,000 Baby Boomers each day will hit retirement age. In City of Santa Fe, the projection is 4 residents retiring each day. And by the year 2020, the senior population in Santa Fe will be larger than the youth population (ages 0-19), perhaps for the first time in Santa Fe's history. The senior population is projected to grow to 25% of the city's total population, 30% by 2030 (10% higher than the US forecast) and 33% by 2040. This forecast does not include thousands of Baby Boomers living in Santa Fe as second homeowners as Census only counts permanent residents. This fast growing population of older adults in today's society brings many issues and challenges. In the 2013 National Health & Aging Trend Study, 67% of seniors need help doing one or more daily activities while up to 75% of older adults have multiple (2 or more) chronic conditions. In addition, poverty is prevalent among senior citizens. In the City of Santa Fe, based on the 2015 US Census, 9% of seniors (1% higher than the national figure) were living below the poverty threshold and relying solely on Social Security retirement income. This condition may be attributed to higher percentage of Hispanics and female residing in Santa Fe. Adding to the complexity of meeting future challenges is the attitude and behavior of Baby Boomer retirees which are markedly different from the previous generation of older adults. Nationally, we see a decline of Senior citizens participating in Senior Centers. And while Seniors participating at our Senior Centers have increased from previous years, it is still the traditional retirees; not the Baby Boomer retirees.

Luisa Senior Center c/o Esther Reyes
Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2023	2024	2025	2026	2027	Total Project Cost	Amount Not Yet Funded	Phases?
38774	2023	001	Luisa Senior Center Meals Equipment	Equipment - Senior Center Equipment	0	19,207.1	0	0	0	0	19,207.1	19,207.1	No

Number of projects: 1

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	19,207.1	0	0	0	0	19,207.1	19,207.1

Infrastructure Capital Improvement Plan FY2023-2027

ICIP Capital Project Description

Year/Rank 2023 001 **Priority:** High **ID:**38774

Project Title: Luisa Senior Center Meals Equipment **Class:** New **Type/Subtype:** Equipment - Senior Center Equipment

Contact Name: Gino Rinaldi **Contact Phone:** 505-955-4710 **Contact E-mail:** earinaldi@santafenm.gov

Total project cost: 0 **Proposed project start date:**

Project Location: 1500 Luisa Street Santa Fe NM 87505 **Latitude:** **Longitude:**

Legislative Language: To plan, design, purchase, and install one gas convection oven for the Luisa Senior Center kitchen in City of Santa Fe NM, in Santa Fe County.

Scope of Work: 1) Plan and design the location of convection oven 2) Solicit 3 bids 3) Purchase and install the equipment.

Secured and Potential Funding Budget:

State Grant Funding should only be requested when all other funding sources have been exhausted if entity is providing matching funds, i.e. Federal, Local Taxes, Fees, NM Finance Authority Loans (NMFA), Tribal Infrastructure Fund (TIF), Water Trust Board (WTB), Public School Facility Authority (PSFA), Colonia's Infrastructure Board (CIB), etc.

Please complete table below with all secured and potential funding sources.

Funding Source(s)	Funding Amount	Applied For? Yes or No	Amount Secured	Amt Expended to Date	Date(s) Received	Comment
ALTSD	19,207.1	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
	0	No	0	0		
TOTALS	19,207.1		0	0		

Project Budget - Complete the Budget below. Only include unfunded or unsecured funds under each project year. Note: Funded to Date column must equal the amounts listed above here.

	Completed	Funded to Date	Estimated Costs Not Yet Funded 2023	2024	2025	2026	2027	Total Project Cost
Water Rights	N/A	0	0	0	0	0	0	0
Easements and Rights of Way	N/A	0	0	0	0	0	0	0

Acquisition	N/A	0	0	0	0	0	0	0
Archaeological Studies	N/A	0	0	0	0	0	0	0
Environmental Studies	N/A	0	0	0	0	0	0	0
Planning	N/A	0	0	0	0	0	0	0
Design (Engr./Arch.)	N/A	0	0	0	0	0	0	0
Construction	N/A	0	0	0	0	0	0	0
Furnish/Equip/Vehicles	N/A	0	19,207.1	0	0	0	0	19,207.1
TOTALS		0	19,207.1	0	0	0	0	19,207.1
	Amount Not Yet Funded	19,207.1						

PHASING BUDGET

Can this project be phased? No

Phasing: **Stand Alone:** Yes **Multi-Phased:** No

A project single phase approach is used for projects that can be completed with one process because it is manageable, affordable, and will not require any foreseeable additional resources or activities to be fully operational when complete.

A project multi-phased approach is used for breaking down very large projects into manageable standalone parts that are independently functional and easier to fund.

If the multi-phase approach is being used it is required to provide accurate dates, costs, and funding sources for prior phases, and be able to provide reasonable projections of dates, costs, and funding sources for future phases. In addition, each multi-phase has three main levels: Planning, Design, and Construction. Each level can be funded individually, however strong emphasis is put on completing all three levels.

Phase	Amount	Plan	Design	Construct	Furnish/Equip/Vehicles	Other (Wtr Rights, Easements, Acq)	# Mos to Complete
1	0	No	No	No	No	No	0
2	0	No	No	No	No	No	0
3	0	No	No	No	No	No	0
4	0	No	No	No	No	No	0
5	0	No	No	No	No	No	0
TOTAL	0						

Has your local government/agency budgeted for operating expenses for the project when it is completed?					Yes	
If no, please explain why:						
ANNUAL OPERATING BUDGET	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTAL
Annual Operating Expenses plus Debt Service	308,046	3,808,046	3,808,046	3,808,046	3,808,046	15,540,230
Annual Operating Revenues	3,808,046	3,808,046	3,808,046	3,808,046	3,808,046	19,040,230

Does the project lower operating costs? Yes

If yes, please explain and provide estimates of operating savings The current convection oven is at the end of its life cycle and will cost too much money to repair.

Entities who will assume the following responsibilites for this project:

	Fiscal Agent:	Own:	Operate:	Own Land:	Own Asset:	Maintain:
	City of Santa Fe					
Lease/operating agreement in place?	Yes	Yes		Yes	Yes	Yes

More detailed information on project.

(a) How many years is the requested project expected to be in use before needing Renovate/Repair or Replacement? 10-15 years

(b) Has the project had public input and buy-in? Yes

(c) Is the project necessary to address population or client growth and if so, will it provide services to that population or clientele? Yes

(d) Regionalism - Does the project directly benefit an entity other than itself? Yes

If yes, please list the other entity. NMAAA, ALTSD

(e) Are there oversight mechanisms built in that would ensure timely construction and completion of the project on budget? Yes

Please explain. If the project is funded via ALTSD, a detailed scope of work (including schedule and budget) has to be submitted to the Capital Outlay Bureau and we need to adhere to it.

(f) Other than the temporary construction jobs associated with the project, does the project maintain or advance the region's economy? Yes

If yes, please explain. The item will assist us in continuing to serve healthy meals to the senior population. Healthy seniors volunteer their time and energy in many organizations, which is worth more than $1M.

(g) Does the project benefit all citizens within a recognized region, district or political subdivision? Yes

If yes, please explain and provide the number of people that will benefit from the project. Seniors control 80% of US aggregate net worth thus they spend more money than other

age groups. Healthy seniors have more money to spend which in turn benefits all working age groups.

(h) Does the project eliminate a risk or hazard to public health and/or safety that immediately endangers occupants of the premises such that corrective action is urgent and unavoidable? Emergencies must be documented by a Subject Matter Expert. Yes

If yes, please explain. (If mandatory, provide Summary Page of the Federal, State or Judiciary Agency who issed the mandate.) Without the new equipment we would not be able to serve at this meal site. Approximately 116 seniors who are unable to drive or travel outside of their homes are served at this meal site.

FIR No. 10341

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Senior Services ICIP 2023-2027**

Sponsor(s): Councilor Roman "Tiger" Abeyta, Councilor Chris Rivera

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid Date: 8/31/2021 Phone: 505-955-4744

Reviewed by City Attorney: _____ Date: Sep 13, 2021

Reviewed by Finance Director: Mary McCoy Date: Sep 15, 2021

Summary:
The purpose of the resolution is to adopt the 2023-2027 Senior Infrastructure Capital Improvements Plan (ICIP) for the Division of Senior Services.

Departments Affected:
Community Health and Safety Department

Consequences of Not Enacting Legislation:
The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
N/A

Performance and Administrative Implications:
The Division of Senior Services would not be able to apply for funding under General Obligation Bond and Severance Tax Bond. In addition, we will not be in compliance with Department of Finance Authority's Policies, Rules, and Regulations.

Fiscal Implications:
N/A

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$	$	$				$

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

ACTION SHEET QUALITY OF LIFE MEETING OF 9/15/2021
ISSUE NO. 7q CONSIDERATION OF RESOLUTION 2021-__: (Councilor Abeyta, Councilor Rivera, and Councilor Vigil Coppler) A Resolution Adopting the 2023-2027 Senior Infrastructure Capital Improvements Plan ("ICIP") for the Division of Senior Services, Community Health and Safety Department. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603; Gino Rinaldi, Division of Senior Services Director, earinaldi@santfenm.gov, 505-955-4710) **Committee Review:** Introduced: 09/08/21 Quality of Life: 09/15/21 Finance Committee: 09/20/21 Public Works and Utilities Committee: 09/27/21 Governing Body: 09/29/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 9/20/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA	X		
COUNCILOR GARICA	X		
COUNCILOR CASSUTT	X		
COUNCILOR VILLARREAL	X		
COUNCILOR ROMERO-WIRTH, CHAIR	X		

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Finance / Payroll	9/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Payroll Office / Compliance Services	1001675	510250		700,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 700,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

BAR to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. Funding is provided from General Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates. See attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
100	(700,000)
TOTAL:	**(700,000)**

Andy Hopkins — 9/17/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero
Alexis Lotero (Sep 20, 2021 16:34 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body

VIA: Jarel LaPan Hill, City Manager

FROM: Mary McCoy, Finance Director

RE: Budget Adjustment for the Settlement Agreement with AFSCME

DATE: 09/15/2021

ITEM AND ISSUE:
Request for Approval of Budget Amendment Resolution in the amount of Seven Hundred Thousand Dollars ($700,000) to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. (Mary McCoy, Finance Director, mtmccoy@santafe,nm.gov, 505.955.6171)

BACKGROUND AND SUMMARY:

The $700 thousand budget adjustment is necessary to establish sufficient budget to fund the Settlement Agreement with AFSCME in PELRB Case #106-20 approved by the Governing Body on September 8, 2021. The funding source will be the general fund.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Payroll Office/1001675
Munis Object Name/Number: Compliance Services/ 510250

ACTION REQUESTED:
We respectfully requests your review and approval.

Fund Name/Number: Water Enterprise Fund/ 500
Munis Org Name/Number: Water Division/ 5050381
Munis Object Name/Number: Professional Services/ 510300

ACTION REQUESTED:
Staff requests approval of this contract request with JSAI for Hydrology, Hydrogeology, and Water Resources Services in the amount of $197,560 plus gross receipts tax.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **John Shomaker & Associates** , hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall provide Hydrology, Hydrogeology and Water Resources services for the City as described in Exhibit "A" attached hereto

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed such compensation not to exceed one hundred ninety seven thousand five hundred sixty dollars ($197,560), plus gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies

with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental

handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Professional Liability Insurance.**

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. **Other Insurance**

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. **Broader Coverage and Limits**. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the

minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless

express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Shomaker & Associates, Inc.
2611 Broadbent Pkdwy NE
Albuquerque, NM 87107

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
John Shomaker & Associates

_____
NAME Steve Finch

V.P.
TITLE

DATE: August 23, 2021
CRS# 02-058266008
Registration #

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 23, 2021 14:47 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050381.510300
Org. Name/Org#.

AJH
AJH

EXHIBIT A

SERVICES

A) 1. Groundwater Studies for Modeling, Analysis and Forecasting Projections
B) 3. Water Balance and Consumptive Use Studies
C) 5. Water Well Design, Construction, Monitoring and Testing Services
D) 6. Water Quality Studies
E) 9. Particle Tracking and Contaminant Transport Modeling
F) 12. Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
G) 15. Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey

EXHIBIT "A"

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

RFP COMPLIANCE DECLARATION

RFP TITLE:	**Hydrology, Hydrogeology, and Water Resources Services**
RFP NO.:	**19-20-063A**
DUE DATE/TIME:	**January 7, 2020 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Enprotec / Hibbs & Todd, Inc.

6310 Genoa Avenue, Suite E

Lubbock, Texas 79424

Authorized Signature

Perry Evans, PE, PG
Typed or Printed Name

Vice President
Title

perry.evans@e-ht.com
Email Address

Telephone number (806) 794-1100 Fax number (806) 794-0778

NM Tax & Revenue Dept. CRS # 02235657006

Current NM Secretary of State Business ID # 5649641 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 75 2258 512 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes ✓ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

EXHIBIT "A"

Enprotec / Hibbs & Todd, Inc.

ATTACHMENT B
COST PROPOSAL
RFP 19-20-063
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 210.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 170.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 145.00
4.	Drafting Technician	$ 95.00
5.	Clerical support personnel	$ 65.00
6.	Expert witness	$ 250.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ Invoiced at Cost
10.	Color Copies (per copy)	$ Invoiced at Cost
11.	Prints (24"x36") Per sheet	$ Invoiced at Cost
12.	Mylars (24"x36") Per sheet	$ Invoiced at Cost
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis
14.	Sub-Consultants / Outside Services	% 10

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed Man-hour Estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.

19-20-063A Hydrology,
Hydrogeology and
Water Resources Services

EXHIBIT B

SCHEDULE

Revised: June 2019

EXHIBIT A

SERVICES

1) Groundwater Studies for Modeling, Analysis and Forecasting Projections
2) Surface Water Modeling
3) Water Balance and Consumptive Use Studies
4) Water Resource Economics in a support role to LCU
5) Water Well Design, Construction, Monitoring and Testing Services
6) Water Quality Studies
7) Hydrologic Forecasting to include Parametric and/or Stochastic Processes
8) Time Series Analysis
9) Particle Tracking and Contaminant Transport Modeling
10) Water/Wastewater Regulatory Studies
11) Water Rights Exploration and other Water Rights Related issues
12) Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
13) Reclaimed Water Studies
14) Technical and/or Institutional issues associated with Water Rights Adjudications
15) Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey
16) Water Conservation related services

ATTACHMENT B

COST PROPOSAL FOR

RFP #19-20-063A

HYDROLOGY, HYDROGEOLOGY AND WATER-RESOURCES SERVICES FOR THE CITY OF LAS CRUCES

[RFP DUE DATE: JANUARY 7, 2020]

Schedule of Fees

ITEM	DIRECT LABOR /CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 195.00
2.	Senior Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 130.00
3.	Assistant Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 95.00
4.	Drafting Technician	$ 80.00
5.	Clerical Support Personnel	$ 65.00
6.	Expert Witness	$ 195.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day)	City of Las Cruces rate
8.	Vehicle mileage rate (per mile)	current IRS rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ 0.06
10.	Color Copies (per copy)	$ 0.30
11.	Prints (24"x36") per sheet	$ ~2.00
12.	Mylars (24"x36") per sheet	$ ~15.00
	Miscellaneous	
13.	Materials and Other Expenses	case by case basis
14.	Outside Services	cost + 10%

Rates are to include all overhead costs and any and all assessment expenses

NOTES:

1. Detailed man-hour estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time a project is contracted with the City will remain in place for the duration of the contract.

EXHIBIT "A"

ATTACHMENT B
COST PROPOSAL
RFP 19-20-063
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 250.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 170.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 120.00
4.	Drafting Technician . GIS Specialist	$ 120.00
5.	Clerical support personnel	$ Not Charged
6.	Expert witness	$ 300.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ Not.Charged
10.	Color Copies (per copy)	$ Not Charged
11.	Prints (24"x36") Per sheet	$ Actual Charge
12.	Mylars (24"x36") Per sheet	$ Actual Charge
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis
14.	Sub-Consultants / Outside Services	% No Mark Up

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed Man-hour Estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202936**

Contractor: **John Shomaker & Associates**

Description: **Hydrology, Hydrogeology, and Water Resources Services**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **as approved** Term End Date: **6/30/24**

☑ Approved by Council Date: **Pending**

Contract / Lease: $197,560 plus nmgrt

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **Cooperative Procurement 19-20-063A**

Fran Delaney (Aug 27, 2021 08:52 MDT) Aug 27, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of a cooperative agreement for issuance of a contract.

4. **Funding Source:** **Water Enterprise Fund** **Org / Object:** **5050381.510300**

Andy Hopkins (Aug 25, 2021 15:14 MDT) Aug 25, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

JOHNSHO-02 AFORAKER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Company — 20443 INSURER B : Valley Forge Insurance Company — 20508 INSURER C : The Continental Insurance Company — 35289 INSURER D : — INSURER E : — INSURER F : —

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X		B 4034680389	8/1/2021	8/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI RETRO 0801	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 4034680425	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			B 4034680473	8/1/2021	8/1/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 6 11635475	8/11/2021	8/11/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Prof. Liability			EEH288341818	1/7/2021	1/7/2022	Per Claim/Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JOHNSHO-02 AFORAKER

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		John Shomaker & Associates Inc 2611 Broadbent Prkwy NE Albuquerque, NM 87107
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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II.	Liability Extension Coverages
A.	Bodily Injury – Expanded Definition
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C.	Estates, Legal Representatives and Spouses
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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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   h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

      (1) The exceptions contained in Subparagraphs **d.** or **f.**; or

      (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

   a. A higher limit of insurance than required by such "**written contract**;"

   b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

   c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard.**" But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

   Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

   a. **Controlling Interest**

      Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

      (1) such person or organization's financial control of you; or

      (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

      provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

   b. **Co-owner of Insured Premises**

      A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

   c. **Grantor of Franchise**

      Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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   d. **Lessor of Equipment**

      Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

   e. **Lessor of Land**

      Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury,**" takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

   f. **Lessor of Premises**

      An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

   g. **Mortgagee, Assignee or Receiver**

      A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
      This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

   h. **State or Political Subdivisions**

      A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

      (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

         (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

         (b) The construction, erection, or removal of elevators; or

         (c) The ownership, maintenance or use of any elevators covered by this insurance; or

      (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

         (a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

         (b) "**Bodily injury**" or "**property damage**" included within the "**products-completed operations hazard.**"

      With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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   i. **Trade Show Event Lessor**

      With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

      a. Your acts or omissions; or

      b. Acts or omissions of those acting on your behalf;

      in the performance of your ongoing operations at the trade show premises during the trade show event.

   j. **Other Person or Organization**

      Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

      The coverage granted by this paragraph does not apply to any person or organization:

      (1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

      (2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard.**" But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

         (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

         (b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

      (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

   a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

      This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

   b. Under **Liability and Medical Expense Definitions**, the following definition is added:

      "**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

      (1) Is currently in effect or becomes effective during the term of this policy; and

      (2) Was executed prior to:

         (a) The "**bodily injury**" or "**property damage**;" or

         (b) The offense that caused the "**personal and advertising injury**";

         for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

   If the additional insured is:

   a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;

3. Property loaned to you;

4. Personal property in the care, custody or control of the insured;

5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or

6. That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3**, **4**, **5**, and **6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard.**"

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance.**

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

Copyright, CNA All Rights Reserved.

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: JOHN SHOMAKER & ASSOCIATES, INC.
DBA: JOHN SHOMAKER & ASSOC, INC.

Business Location: 2611 BROADBENT PKWY NE
ALBUQUERQUE, NM 87107

CRS Number: 02-058266-00-8

Owner: John Shomaker

License Number: 225084

License Type: Business License - Renewable

Issued Date: December 15, 2020

Classification: Out of Jurisdiction Contractor - Specialty

Expiration Date: December 15, 2021

Fees Paid: $10.00

JOHN SHOMAKER & ASSOCIATES, INC.
2611 BROADBENT NE
ABLUQUERQUE, NM 87107

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: John Shomaker & Associate

Procurement Title: Hydrology, Hydrogeology, and Water Resources Services 19-20-063A
Procurement Method: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Public Utilities Department Staff Name William Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

WH SChneider — 8.23.21
Public Utilities Dept / William Schneider WH SChneider (Aug 23, 2021 11:49 MDT)
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Fran Dunaway (Aug 27, 2021 08:52 MDT)
Chief Procurement Officer Aug 27, 2021
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

July 29, 2021

William H. Schneider.
Santa Fe Water
City of Santa Fe
801 W. San Mateo Rd
Santa Fe, New Mexico 87504

whschneider@ci.santa-fe.nm.us

RE: Las Cruces Utilities Board Resolution No. 19-20-063A and related JSAI Contract

Dear Mr. Schneider:

John Shomaker & Associates, Inc. (JSAI) understands that the City of Santa Fe would like to use the referenced JSAI contract with Las Cruces Utilities (LCU) for contracting the same services to be performed by JSAI for Santa Fe Water. It is our understanding that the LCU contract resulting from RFP-19-20-063A will authorize the successful respondent (JSAI) to extend the same terms and conditions to other governmental entities conditioned upon the Revised January 2019 Page 2 of 17 procurement laws and regulations of those entities.

JSAI will comply with the LCU terms and conditions of the professional services agreement specified in LCU Resolution No. 19-20-063A for Santa Fe Water, including the specified pricing and JSAI rates.

Sincerely,

JOHN SHOMAKER & ASSOCIATES, INC.

Steven T. Finch, Jr.

V.P., Principal Hydrogeologist-Geochemist

STF:sf

CC: Roger Peery, CEO JSAI

SCHNEIDER, WILLIAM H.

From: Adrienne Widmer <awidmer@las-cruces.org>
Sent: Tuesday, July 27, 2021 5:13 PM
To: SCHNEIDER, WILLIAM H.
Subject: FW: Request to piggy back Hydrology price agreement
Attachments: RES 19-20-063A.pdf; RFP-19-20-063A.pdf; Exhibit A - CLC New Procurement Code.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here you go, let me know if you need something else. We just updated our procurement code, so if you need the 2019 that is referenced let me know.
Good luck!

Adrienne L. Widmer, P.E.
Assistant Director/Las Cruces Utilities/Administration
Direct: 575-528-4566 Main: 575-528-3500, Fax: 575-528-3691, awidmer@las-cruces.org

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From: Alex Liu <cliu@las-cruces.org>
Sent: Tuesday, July 27, 2021 3:47 PM
To: Adrienne Widmer <awidmer@las-cruces.org>
Cc: Donny Prosise <dprosise@las-cruces.org>
Subject: RE: Request to piggy back Hydrology price agreement

Yes ma'am. They can piggy-back on our contract for hydrologists.

Have a nice day.

Chenyu Alex Liu
Purchasing Manager/Financial Services/Purchasing
Direct: 575-541-2527, cliu@las-cruces.org

From: Adrienne Widmer <awidmer@las-cruces.org>
Sent: Tuesday, July 27, 2021 3:44 PM
To: Alex Liu <cliu@las-cruces.org>
Cc: Donny Prosise <dprosise@las-cruces.org>
Subject: Request to piggy back Hydrology price agreement
Importance: High

Hi Alex,
The City of Santa Fe is requesting to piggy back off of our contracts for hydrologists.
I have attached the RFP that has the below highlighted wording along with the approved resolution.
May the City of Santa Fe piggy back for John Shomaker & Associates, Inc.?

Thanks so much!

I. GENERAL

F. ATTACHMENT A enclosed herein is draft of the agreement to be entered for the proposed services. The agreement will be for a base period of one (1) year from the date of award with an option to renew for four (4) additional one-year terms at the discretion of the City. The contract resulting from this RFP will authorize the successful respondent to extend the same terms and conditions to other governmental entities conditioned upon the Revised January 2019 Page 2 of 17 procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

Adrienne L. Widmer, P.E.
Assistant Director/Las Cruces Utilities/Administration
Direct: 575-528-4566 Main: 575-528-3500, Fax: 575-528-3691, awidmer@las-cruces.org

LAS CRUCES UTILITIES BOARD RESOLUTION NO. 19-20-063A

A RESOLUTION TO AWARD CONTRACTS FOR HYDROLOGY, HYDROGEOLOGY, AND WATER RESOURCES SERVICES ON AN AS-NEEDED BASIS TO ENPROTEC/HIBBS & TODD, INC.; JOHN SHOMAKER & ASSOCIATES, INC.; LEE WILSON & ASSOCIATES, INC.; AND RESPEC CONSULTING & SERVICES, LLC., IN AN AMOUNT NOT TO EXCEED $300,000.00 ANNUALLY FOR EACH FIRM, FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) ADDITIONAL ONE (1) YEAR TERMS, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 19-20-063A).

The Board of Commissioners for the City of Las Cruces Utilities, on behalf of the City of Las Cruces, is informed that:

WHEREAS, in October 2019, Water Operations & Maintenance Line of Business of Las Cruces Utilities ("LCU") Department solicited proposals from qualified firms to enter into hydrology, hydrogeology, and water resources services contracts; and

WHEREAS, these firms are required to perform specialized functions that include, but are not limited to: groundwater studies for modeling, analysis, and forecasting projections; surface water modeling; water balance and consumptive use studies; water resource economics to include modeling, cost/benefit analysis, and feasibility studies; water well design, construction, monitoring, and testing services; water quality studies; hydrologic forecasting to include parametric and/or stochastic processes; time series analysis; particle tracking and contaminant transport modeling; water/wastewater regulatory studies; water rights exploration and other water rights related issues; expert witness services on hydrology, hydrogeology, and water resource studies; reclaimed water studies; technical and/or institutional issues associated with water rights adjudications; conducting research and other issues related to the Office of the State Engineer Hydrographic Survey; and water conservation related services; and

WHEREAS, based on the Selection Advisory Committee's evaluation, staff is recommending award of the contracts to four (4) firms, which are: Enprotec/Hibbs & Todd, Inc., of Lubbock, Texas; John Shomaker & Associates, Inc., of Albuquerque, New Mexico; Lee Wilson & Associates, Inc., of Santa Fe, New Mexico; and Respec Consulting & Services, LLC., of Albuquerque, New Mexico; and

WHEREAS, these proposed service agreements will be used on an as-needed basis for one (1) year with four (4) additional one (1) year terms, subject to annual renewals and approved budget appropriations; and

WHEREAS, when required, funding will come from approved budget appropriations based on the nature of the project and/or service and will not exceed $300,000.00 annually for each firm; and.

NOW, THEREFORE, Be it Resolved by the Board of Commissioners for the City of Las Cruces Utilities, on behalf of the City of Las Cruces:

(I)

THAT the award of service contracts for hydrology, hydrogeology, and water resources go to Enprotec/Hibbs & Todd, Inc.; John Shomaker & Associates, Inc.; Lee Wilson & Associates, Inc.; and Respec Consulting & Services, LLC. For one (1) year with four (4) additional one-year terms subject to annual renewals and approved budgets, not to exceed $300,000.00 annually for each firm.

(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this 12th day of March 2020.

APPROVED:

APPROVED:

By _____
Board Chair

ATTEST:

_____
Secretary

Moved by JOHNSON

Seconded by CARMICHAEL

VOTE:

Chair Little:	AYE
Vice-Chair Archuleta:	AYE
Commissioner Baumgarn:	ABSENT
Commissioner Bencomo:	AYE
Commissioner Carmichael:	AYE
Commissioner Johnson:	AYE
Commissioner Sorg:	ABSENT

APPROVED AS TO FORM:

_____
Sr. Assistant City Attorney

City of Las Cruces

19-20-063A Hydrology, Hydrogeology and Water Resources Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February, 2020 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Enprotec/Hibbs & Todd, Inc. of 6310 Genoa Avenue Suite E, Lubbock, TX 79424, hereinafter called "ENGINEER".

1. PROJECT DESCRIPTION
Hydrology, Hydrogeology and Water Resources Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the ENGINEER shall perform SERVICES, as proposed in response to the CITY'S RFP No. 19-20-063A, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to ENGINEER. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by ENGINEER and shall be final.

4. COMPENSATION
The CITY shall compensate ENGINEER for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. ENGINEER shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

ENGINEER is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. ENGINEER agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
ENGINEER will devote the necessary hours each week to the performance of projects that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on April 1, 2020 for a term of one year through March 31, 2021 and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1)-year terms.

ENGINEER shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and ENGINEER in Exhibit B, attached hereto and made a part of this agreement and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall ENGINEER be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request ENGINEER to perform other extra services not incorporated within the Services set forth in this Agreement. If the ENGINEER is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, ENGINEER shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the ENGINEER within five (5) business work days from the date of receipt of ENGINEER'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE ENGINEER

In the event a condition is identified by the ENGINEER which, in the opinion of the ENGINEER, changes the services, costs, and/or time required for performance under this Agreement, the ENGINEER shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of ENGINEER'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of ENGINEER, and without the fault or negligence of ENGINEER, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. ENGINEER shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by ENGINEER to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to ENGINEER.

In the event of termination, ENGINEER shall be compensated for all services performed and costs incurred up to the effective date of termination for which ENGINEER has not been previously compensated.

Upon receipt of notice of termination from the CITY, ENGINEER shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

ENGINEER will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and ENGINEER will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the ENGINEER shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT ENGINEER

ENGINEER represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. ENGINEER, consistent with its status as an independent ENGINEER, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that ENGINEER employs any employees, ENGINEER shall be solely responsible for providing its own form of insurance for its employees and in no event shall ENGINEER's employees be covered under any policy of the CITY.

ENGINEER'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) ENGINEER is able, during the Term hereof, to perform services for other parties; and (ii) ENGINEER may perform for its own account other professional services outside the scope of this Agreement.

ENGINEER is and shall be an Independent ENGINEER and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, ENGINEER will at all times be acting and performing as an Independent ENGINEER, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, ENGINEER shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. ENGINEER will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which ENGINEER accomplishes and performs its services. Nevertheless, ENGINEER shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between ENGINEER and CITY. Except as otherwise specifically set forth herein, neither ENGINEER nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

ENGINEER shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

ENGINEER shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an Additional Insured with the same coverage as the FIRM. Coverage must include:
   a. Premises / Operations
   b. Products / Completed Operations
   c. The City of Las Cruces must be named as an Additional Insured.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.

3. In the case of any approved subcontract, the FIRM shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the FIRM.
4. Auto Liability - $1,000,000 — Each Accident, and must include:
   a. Covers all owned, leased, hired, and non-owned autos or "any auto"
5. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 — Bodily Injury: By Accident — Each Accident
   $1,000,000 — By Disease: Policy Limit
   $1,000,000 — By Disease: Each Employee
   This coverage required for non-construction firm with three (3) or more employees, or construction firm with one (1) or more employees. Exception: Not applicable to out-of-state companies unless they are hiring in New Mexico.
6. Professional Liability - $1,000,000 – Per Claim.
7. The FIRM must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured — this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

ENGINEER shall furnish the CITY with a certificate(s) of insurance showing ENGINEER and Subcontractors, if any, have complied with this Article. The ENGINEER shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

ENGINEER shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of ENGINEER, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

ENGINEER shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ENGINEER'S services or any work done pursuant to this Agreement.

20. BREACH

In the event ENGINEER breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give ENGINEER written notice of such breach. In the event ENGINEER fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy ENGINEER'S breach and recover any and all costs and expenses in so doing from ENGINEER.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and ENGINEER under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Adrienne Widmer
With Copies to:	City Attorney Purchasing Manager
TO ENGINEER:	Enprotec/Hibbs & Todd, Inc. 6310 Genoa Avenue, Suite E Lubbock, TX 79424 ATTENTION: Perry Evans

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

ENPROTEC/HIBBS & TODD, INC.

BY: _____
Perry Evans, PE, PG
Vice President

_____
Date

CITY OF LAS CRUCES

BY: _____
Chenyu "Alex" Liu
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ for JVB 2/7/20
City Attorney w/no edits

EXHIBIT A

SERVICES

A) 1. Groundwater Studies for Modeling, Analysis and Forecasting Projections
B) 3. Water Balance and Consumptive Use Studies
C) 5. Water Well Design, Construction, Monitoring and Testing Services
D) 6. Water Quality Studies
E) 9. Particle Tracking and Contaminant Transport Modeling
F) 12. Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
G) 15. Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

RFP COMPLIANCE DECLARATION

RFP TITLE: Hydrology, Hydrogeology, and Water Resources Services

RFP NO.: 19-20-063A

DUE DATE/TIME: January 7, 2020 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Enprotec / Hibbs & Todd, Inc.
6310 Genoa Avenue, Suite E
Lubbock, Texas 79424

Authorized Signature
Perry Evans, PE, PG
Typed or Printed Name
Vice President
Title
perry.evans@e-ht.com
Email Address

Telephone number (806) 794-1100 Fax number (806) 794-0778

NM Tax & Revenue Dept. CRS # 02235657006

Current NM Secretary of State Business ID # 5649641 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 75 2258 512 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed _____ Yes ✓ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

Enprotec / Hibbs & Todd, Inc.

ATTACHMENT B
COST PROPOSAL
RFP 19-20-063
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 210.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 170.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 145.00
4.	Drafting Technician	$ 95.00
5.	Clerical support personnel	$ 65.00
6.	Expert witness	$ 250.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ Invoiced at Cost
10.	Color Copies (per copy)	$ Invoiced at Cost
11.	Prints (24"x36") Per sheet	$ Invoiced at Cost
12.	Mylars (24"x36") Per sheet	$ Invoiced at Cost
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis
14.	Sub-Consultants / Outside Services	% 10

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed Man-hour Estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.

EXHIBIT B

SCHEDULE

City of Las Cruces

PROJECT ASSIGNMENT AGREEMENT

CITY'S CONTRACT NO. / TITLE

(Example: XX-XX-XXX ELECTRICAL ENGINEERING SERVICES)

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. XX-XX-XXX dated _____, 20__ between the CITY and name of company, (ENGINEER/ARCHITECT/CONTRACTOR), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER/ARCHITECT/CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP/BID No. XX-XX-XXX and ENGINEER/ARCHITECT/CONTRACTOR's proposal as set forth in ATTACHMENT A attached hereto.

2. Insurance (select the appropriate clause below, delete the other):
(for non-construction projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. The City of Las Cruces is to be named as an additional Insured. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement.

   (for construction, maintenance, installation projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. Coverage must include Premise and Operations, Products and Completed Operation and Personal and Advertising Injury coverage. Aggregate limits must be "per project" or "per location". The City of Las Cruces is to be named as an additional Insured. This coverage is to be primary and non-contributory before any other insurance or self-insurance. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement and Waiver of Subrogation.

3. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER/ARCHITECT/CONTRACTOR.

4. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $ dollars.cents, plus NMGRT. Invoices issued by the ENGINEER/ARCHITECT/CONTRACTOR shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

(SIGNATURE BLOCK FOLLOWS ON NEXT PAGE)

CONTRACTOR NAME

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Chenyu "Alex" Liu, Purchasing Manager

City of Las Cruces

19-20-063A Hydrology, Hydrogeology and Water Resources Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February, 2020 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and John Shomaker & Associates, Inc., of 2611 Broadbent Parkway NE, Albuquerque, NM 87107, hereinafter called "ENGINEER".

1. PROJECT DESCRIPTION
Hydrology, Hydrogeology and Water Resources Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the ENGINEER shall perform SERVICES, as proposed in response to the CITY'S RFP No. 19-20-063A, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to ENGINEER. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by ENGINEER and shall be final.

4. COMPENSATION
The CITY shall compensate ENGINEER for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. ENGINEER shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

ENGINEER is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. ENGINEER agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
ENGINEER will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on April 1, 2020 for a term of one year through March 31, 2021 and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1)-year terms.

ENGINEER shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and ENGINEER in Exhibit B, attached hereto and made a part of this agreement and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall ENGINEER be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request ENGINEER to perform other extra services not incorporated within the Services set forth in this Agreement. If the ENGINEER is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, ENGINEER shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the ENGINEER within five (5) business work days from the date of receipt of ENGINEER'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE ENGINEER

In the event a condition is identified by the ENGINEER which, in the opinion of the ENGINEER, changes the services, costs, and/or time required for performance under this Agreement, the ENGINEER shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of ENGINEER'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of ENGINEER, and without the fault or negligence of ENGINEER, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. ENGINEER shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by ENGINEER to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to ENGINEER.

In the event of termination, ENGINEER shall be compensated for all services performed and costs incurred up to the effective date of termination for which ENGINEER has not been previously compensated.

Upon receipt of notice of termination from the CITY, ENGINEER shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

ENGINEER will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and ENGINEER will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the ENGINEER shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT ENGINEER

ENGINEER represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. ENGINEER, consistent with its status as an independent ENGINEER, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that ENGINEER employs any employees, ENGINEER shall be solely responsible for providing its own form of insurance for its employees and in no event shall ENGINEER's employees be covered under any policy of the CITY.

ENGINEER'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) ENGINEER is able, during the Term hereof, to perform services for other parties; and (ii) ENGINEER may perform for its own account other professional services outside the scope of this Agreement.

ENGINEER is and shall be an Independent ENGINEER and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, ENGINEER will at all times be acting and performing as an Independent ENGINEER, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, ENGINEER shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. ENGINEER will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which ENGINEER accomplishes and performs its services. Nevertheless, ENGINEER shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between ENGINEER and CITY. Except as otherwise specifically set forth herein, neither ENGINEER nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

ENGINEER shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

ENGINEER shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an Additional Insured with the same coverage as the FIRM. Coverage must include:
   a. Premises / Operations
   b. Products / Completed Operations
   c. The City of Las Cruces must be named as an Additional Insured.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.

3. In the case of any approved subcontract, the FIRM shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the FIRM.
4. Auto Liability - $1,000,000 — Each Accident, and must include:
   a. Covers all owned, leased, hired, and non-owned autos or "any auto"
5. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 — Bodily Injury: By Accident — Each Accident
   $1,000,000 — By Disease: Policy Limit
   $1,000,000 — By Disease: Each Employee
   This coverage required for non-construction firm with three (3) or more employees, or construction firm with one (1) or more employees. Exception: Not applicable to out-of-state companies unless they are hiring in New Mexico.
6. Professional Liability - $1,000,000 – Per Claim.
7. The FIRM must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured — this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

ENGINEER shall furnish the CITY with a certificate(s) of insurance showing ENGINEER and Subcontractors, if any, have complied with this Article. The ENGINEER shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

ENGINEER shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of ENGINEER, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

ENGINEER shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ENGINEER'S services or any work done pursuant to this Agreement.

20. BREACH

In the event ENGINEER breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give ENGINEER written notice of such breach. In the event ENGINEER fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy ENGINEER'S breach and recover any and all costs and expenses in so doing from ENGINEER.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and ENGINEER under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Adrienne Widmer
With Copies to:	City Attorney Purchasing Manager
TO ENGINEER:	John Shomaker & Associates, Inc. 2611 Broadbent Parkway NE Albuquerque, NM 87107 ATTENTION: Roger Peery

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

JOHN SHOMAKER
& ASSOCIATES, INC.

BY: _____
Roger Peery
CEO

_____
Date

CITY OF LAS CRUCES

BY: _____
Chenyu "Alex" Liu
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____
City Attorney for JWB 2/7/20 W/no edits

EXHIBIT A

SERVICES

1) Groundwater Studies for Modeling, Analysis and Forecasting Projections
2) Surface Water Modeling
3) Water Balance and Consumptive Use Studies
4) Water Resource Economics in a support role to LCU
5) Water Well Design, Construction, Monitoring and Testing Services
6) Water Quality Studies
7) Hydrologic Forecasting to include Parametric and/or Stochastic Processes
8) Time Series Analysis
9) Particle Tracking and Contaminant Transport Modeling
10) Water/Wastewater Regulatory Studies
11) Water Rights Exploration and other Water Rights Related issues
12) Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
13) Reclaimed Water Studies
14) Technical and/or Institutional issues associated with Water Rights Adjudications
15) Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey
16) Water Conservation related services

City of Las Cruces®
MOUNTAINS OF OPPORTUNITY

RFP COMPLIANCE DECLARATION

RFP TITLE:	Hydrology, Hydrogeology, and Water Resources Services
RFP NO.:	19-20-063A
DUE DATE/TIME:	January 7, 2020 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
JOHN SHOMAKER & ASSOCIATES, INC.
Water-Resource and Environmental
2611 Broadbent Parkway NE
Albuquerque, NM 87107

Authorized Signature
Roger Peery
Typed or Printed Name
CEO/Principal Hydrogeologist
Title
rpeery@shomaker.com
Email Address

Telephone number 505-280-1994 Fax number 505-345-9920

NM Tax & Revenue Dept. CRS # 02-058266-008

Current NM Secretary of State Business ID # 1306836 (corporations only)

Current CLC Business Registration # NA (respondents located in Las Cruces only)

Federal I.D. number 85-0345462 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

ATTACHMENT B

COST PROPOSAL FOR

RFP #19-20-063A

HYDROLOGY, HYDROGEOLOGY AND WATER-RESOURCES SERVICES FOR THE CITY OF LAS CRUCES

[RFP DUE DATE: JANUARY 7, 2020]

Schedule of Fees

ITEM	DIRECT LABOR /CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 195.00
2.	Senior Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 130.00
3.	Assistant Hydrologist, Hydrogeologist, and Water-Resource Specialist	$ 95.00
4.	Drafting Technician	$ 80.00
5.	Clerical Support Personnel	$ 65.00
6.	Expert Witness	$ 195.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day)	City of Las Cruces rate
8.	Vehicle mileage rate (per mile)	current IRS rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ 0.06
10.	Color Copies (per copy)	$ 0.30
11.	Prints (24"x36") per sheet	$ ~2.00
12.	Mylars (24"x36") per sheet	$ ~15.00
	Miscellaneous	
13.	Materials and Other Expenses	case by case basis
14.	Outside Services	cost + 10%

Rates are to include all overhead costs and any and all assessment expenses

NOTES:

1. Detailed man-hour estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time a project is contracted with the City will remain in place for the duration of the contract.

EXHIBIT B

SCHEDULE

City of Las Cruces

PROJECT ASSIGNMENT AGREEMENT

CITY'S CONTRACT NO. / TITLE

(Example: XX-XX-XXX ELECTRICAL ENGINEERING SERVICES)

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. XX-XX-XXX dated _____, 20__ between the CITY and name of company, (ENGINEER/ARCHITECT/CONTRACTOR), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER/ARCHITECT/CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP/BID No. XX-XX-XXX and ENGINEER/ARCHITECT/CONTRACTOR's proposal as set forth in ATTACHMENT A attached hereto.

2. Insurance (select the appropriate clause below, delete the other):
(for non-construction projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. The City of Las Cruces is to be named as an additional Insured. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement.

   (for construction, maintenance, installation projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. Coverage must include Premise and Operations, Products and Completed Operation and Personal and Advertising Injury coverage. Aggregate limits must be "per project" or "per location". The City of Las Cruces is to be named as an additional Insured. This coverage is to be primary and non-contributory before any other insurance or self-insurance. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement and Waiver of Subrogation.

3. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER/ARCHITECT/CONTRACTOR.

4. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $ dollars.cents, plus NMGRT. Invoices issued by the ENGINEER/ARCHITECT/CONTRACTOR shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

(SIGNATURE BLOCK FOLLOWS ON NEXT PAGE)

CONTRACTOR NAME

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Chenyu "Alex" Liu, Purchasing Manager

City of Las Cruces

19-20-063A Hydrology, Hydrogeology and Water Resources Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February, 2020 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Lee Wilson & Associates, Inc., of PO box 931 Santa Fe, NM 87504, hereinafter called "ENGINEER".

1. PROJECT DESCRIPTION
Hydrology, Hydrogeology and Water Resources Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the ENGINEER shall perform SERVICES, as proposed in response to the CITY'S RFP No. 19-20-063A, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to ENGINEER. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by ENGINEER and shall be final.

4. COMPENSATION
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ENGINEER is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. ENGINEER agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
ENGINEER will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on April 1, 2020 for a term of one year through March 31, 2021 and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1)-year terms.

ENGINEER shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and ENGINEER in Exhibit B, attached hereto and made a part of this agreement and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

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17. INSURANCE

ENGINEER shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an Additional Insured with the same coverage as the FIRM. Coverage must include:
   a. Premises / Operations
   b. Products / Completed Operations
   c. The City of Las Cruces must be named as an Additional Insured.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.

3. In the case of any approved subcontract, the FIRM shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the FIRM.
4. Auto Liability - $1,000,000 — Each Accident, and must include:
   a. Covers all owned, leased, hired, and non-owned autos or "any auto"
5. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 — Bodily Injury: By Accident — Each Accident
   $1,000,000 — By Disease: Policy Limit
   $1,000,000 — By Disease: Each Employee
   This coverage required for non-construction firm with three (3) or more employees, or construction firm with one (1) or more employees. Exception: Not applicable to out-of-state companies unless they are hiring in New Mexico.
6. Professional Liability - $1,000,000 – Per Claim.
7. The FIRM must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured — this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

ENGINEER shall furnish the CITY with a certificate(s) of insurance showing ENGINEER and Subcontractors, if any, have complied with this Article. The ENGINEER shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

ENGINEER shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of ENGINEER, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

ENGINEER shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ENGINEER'S services or any work done pursuant to this Agreement.

20. BREACH

In the event ENGINEER breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give ENGINEER written notice of such breach. In the event ENGINEER fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy ENGINEER'S breach and recover any and all costs and expenses in so doing from ENGINEER.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and ENGINEER under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Adrienne Widmer
With Copies to:	City Attorney Purchasing Manager
TO ENGINEER:	Lee Wilson & Associates, Inc. P.O. Box 931 Santa Fe, NM 87504 ATTENTION: Lee Wilson

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

LEE WILSON & ASSOCIATES, INC.

BY: _____
Lee Wilson
President

_____
Date

CITY OF LAS CRUCES

BY: _____
Chenyu "Alex" Liu
Purchasing Manager

_____
Date

APPROVED AS TO FORM

_____ for JVB 2/7/20
City Attorney w/no edits

EXHIBIT A

SERVICES

1) Groundwater Studies for Modeling, Analysis and Forecasting Projections
2) Surface Water Modeling
3) Water Balance and Consumptive Use Studies
4) Water Resource Economics to include Modeling, Cost/Benefit Analysis,
5) Water Well Design, Monitoring. City of Las Cruces will need to contract Construction and Testing Services
6) Water Quality Studies
7) Hydrologic Forecasting to include Parametric and/or Stochastic Processes
8) Time Series Analysis
9) Particle Tracking and Contaminant Transport Modeling
10) Water/Wastewater Regulatory Studies
11) Water Rights Exploration and other Water Rights Related issues
12) Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
13) Reclaimed Water Studies
14) Technical and/or Institutional issues associated with Water Rights Adjudications
15) Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey
16) Water Conservation related services

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

RFP COMPLIANCE DECLARATION

RFP TITLE: **Hydrology, Hydrogeology, and Water Resources Services**

RFP NO.: **19-20-063A**

DUE DATE/TIME: **January 7, 2020 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.
Receipt of Addenda Nos.: 0 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
Lee Wilson & Associates, Inc.
P.O. Box 931
Santa Fe, NM 87504

Lee Wilson
Authorized Signature
Lee Wilson
Typed or Printed Name
President
Title
lwa@lwasf.com
Email Address

Telephone number (505) 988-9811 Fax number (505) 986-0092

NM Tax & Revenue Dept. CRS # 01-802692-00-3

Current NM Secretary of State Business ID # 0803873 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 85-0230617 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes _____ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: LEE WILSON & ASSOCIATES, INC.
DBA: LEE WILSON & ASSOCIATES, INC.
PO BOX 931
SANTA FE, NM 87504-0931

Expires: 05-Jul-2020

Certificate Number:

L0230192432

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

ATTACHMENT B
COST PROPOSAL
RFP 19-20-063
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 250.00
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 170.00
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$ 120.00
4.	Drafting Technician . GIS Specialist	$ 120.00
5.	Clerical support personnel	$ Not Charged
6.	Expert witness	$ 300.00
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$ Not Charged
10.	Color Copies (per copy)	$ Not Charged
11.	Prints (24"x36") Per sheet	$ Actual Charge
12.	Mylars (24"x36") Per sheet	$ Actual Charge
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis
14.	Sub-Consultants / Outside Services	% No Mark Up

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed Man-hour Estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.

EXHIBIT B

SCHEDULE

City of Las Cruces

PROJECT ASSIGNMENT AGREEMENT

CITY'S CONTRACT NO. / TITLE

(Example: XX-XX-XXX ELECTRICAL ENGINEERING SERVICES)

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. XX-XX-XXX dated _____, 20__ between the CITY and name of company, (ENGINEER/ARCHITECT/CONTRACTOR), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER/ARCHITECT/CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP/BID No. XX-XX-XXX and ENGINEER/ARCHITECT/CONTRACTOR's proposal as set forth in ATTACHMENT A attached hereto.

2. Insurance (select the appropriate clause below, delete the other):
(for non-construction projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. The City of Las Cruces is to be named as an additional Insured. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement.

   (for construction, maintenance, installation projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. Coverage must include Premise and Operations, Products and Completed Operation and Personal and Advertising Injury coverage. Aggregate limits must be "per project" or "per location". The City of Las Cruces is to be named as an additional Insured. This coverage is to be primary and non-contributory before any other insurance or self-insurance. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement and Waiver of Subrogation.

3. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER/ARCHITECT/CONTRACTOR.

4. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $ dollars.cents, plus NMGRT. Invoices issued by the ENGINEER/ARCHITECT/CONTRACTOR shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

(SIGNATURE BLOCK FOLLOWS ON NEXT PAGE)

CONTRACTOR NAME

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Chenyu "Alex" Liu, Purchasing Manager

City of Las Cruces

19-20-063A Hydrology, Hydrogeology and Water Resources Services

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of February, 2020 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and RESPEC Consulting & Services, LLC of 5971 Jefferson Street NE, Suite 101 Albuquerque, NM 87124, hereinafter called "ENGINEER".

1. PROJECT DESCRIPTION
Hydrology, Hydrogeology and Water Resources Services

2. SCOPE OF SERVICES
In a satisfactory and proper manner, the ENGINEER shall perform SERVICES, as proposed in response to the CITY'S RFP No. 19-20-063A, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS
The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to ENGINEER. The CITY'S decision as to whether sufficient appropriations and authorizations exist shall be accepted by ENGINEER and shall be final.

4. COMPENSATION
The CITY shall compensate ENGINEER for the performance of SERVICES under this Agreement an amount agreed to for each assigned project, plus applicable taxes. ENGINEER shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

ENGINEER is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. ENGINEER agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME
ENGINEER will devote the necessary hours each week to the performance of project(s) that are required by the CITY and it will serve the CITY diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE
This Agreement shall become effective on April 1, 2020 for a term of one year through March 31, 2021 and, pending mutual written agreement, may be extended annually thereafter for up to four (4) additional one (1)-year terms.

ENGINEER shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and ENGINEER in Exhibit B, attached hereto and made a part of this agreement and as agreed to for each project assigned under the terms of this Agreement.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall ENGINEER be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request ENGINEER to perform other extra services not incorporated within the Services set forth in this Agreement. If the ENGINEER is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the City, ENGINEER shall so notify the CITY of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the ENGINEER within five (5) business work days from the date of receipt of ENGINEER'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE ENGINEER

In the event a condition is identified by the ENGINEER which, in the opinion of the ENGINEER, changes the services, costs, and/or time required for performance under this Agreement, the ENGINEER shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of ENGINEER'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of ENGINEER, and without the fault or negligence of ENGINEER, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. ENGINEER shall provide the CITY with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by ENGINEER to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in

accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to ENGINEER.

In the event of termination, ENGINEER shall be compensated for all services performed and costs incurred up to the effective date of termination for which ENGINEER has not been previously compensated.

Upon receipt of notice of termination from the CITY, ENGINEER shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY deliver to the CITY the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by ENGINEER in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

ENGINEER will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY will be kept confidential and ENGINEER will not disclose to any other party, directly or indirectly, without the CITY'S prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the ENGINEER shall be the sole property of the CITY and shall be delivered to the CITY when requested and at the end of the Agreement.

14. INDEPENDENT ENGINEER

ENGINEER represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY. ENGINEER, consistent with its status as an independent ENGINEER, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY by reason of this Agreement.

To the extent that ENGINEER employs any employees, ENGINEER shall be solely responsible for providing its own form of insurance for its employees and in no event shall ENGINEER's employees be covered under any policy of the CITY.

ENGINEER'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) ENGINEER is able, during the Term hereof, to perform services for other parties; and (ii) ENGINEER may perform for its own account other professional services outside the scope of this Agreement.

ENGINEER is and shall be an Independent ENGINEER and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, ENGINEER will at all times be acting and performing as an Independent ENGINEER, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, ENGINEER shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. ENGINEER will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which ENGINEER accomplishes and performs its services. Nevertheless, ENGINEER shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between ENGINEER and CITY. Except as otherwise specifically set forth herein, neither ENGINEER nor CITY shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

ENGINEER shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

ENGINEER shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. $1,000,000 (One Million Dollars) General Liability Insurance with the City named as an Additional Insured with the same coverage as the FIRM. Coverage must include:
   a. Premises / Operations
   b. Products / Completed Operations
   c. The City of Las Cruces must be named as an Additional Insured.
2. $100,000 (One Hundred Thousand Dollars) Property Damage Insurance.

3. In the case of any approved subcontract, the FIRM shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the FIRM.
4. Auto Liability - $1,000,000 — Each Accident, and must include:
   a. Covers all owned, leased, hired, and non-owned autos or "any auto"
5. Worker's Compensation Per New Mexico Statute (3 or more employees)
   $1,000,000 — Bodily Injury: By Accident — Each Accident
   $1,000,000 — By Disease: Policy Limit
   $1,000,000 — By Disease: Each Employee
   This coverage required for non-construction firm with three (3) or more employees, or construction firm with one (1) or more employees. Exception: Not applicable to out-of-state companies unless they are hiring in New Mexico.
6. Professional Liability - $1,000,000 – Per Claim.
7. The FIRM must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured — this coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of the endorsement(s) for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

ENGINEER shall furnish the CITY with a certificate(s) of insurance showing ENGINEER and Subcontractors, if any, have complied with this Article. The ENGINEER shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

ENGINEER shall indemnify, defend, and hold harmless the CITY from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of ENGINEER, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

ENGINEER shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the ENGINEER'S services or any work done pursuant to this Agreement.

20. BREACH

In the event ENGINEER breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give ENGINEER written notice of such breach. In the event ENGINEER fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy ENGINEER'S breach and recover any and all costs and expenses in so doing from ENGINEER.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and ENGINEER under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY:	City of Las Cruces PO Box 20000 Las Cruces, NM 88004 ATTENTION: Adrienne Widmer
With Copies to:	City Attorney Purchasing Manager
TO ENGINEER:	RESPEC Consulting & Services, LLC 5971 Jefferson Street NE, Suite 101 Albuquerque, NM 87124 ATTENTION: Chris Naidu

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

RESPEC CONSULTING &
SERVICES, LLC

BY: _____
Chris Naidu
Project Manager

_____
Date

CITY OF LAS CRUCES

BY: _____
Chenyu "Alex" Liu
Purchasing Manager

_____
Date

APPROVED AS TO FORM

for JVB 2/7/20
City Attorney W/M edits

EXHIBIT A

SERVICES

1) Groundwater Studies for Modeling, Analysis and Forecasting Projections
2) Surface Water Modeling
3) Water Balance and Consumptive Use Studies
4) Water Resource Economics to include Modeling, Cost/Benefit Analysis
5) Water Well Design, Construction, Monitoring and Testing Services
6) Water Quality Studies
7) Hydrologic Forecasting to include Parametric and/or Stochastic Processes
8) Time Series Analysis
9) Particle Tracking and Contaminant Transport Modeling
10) Water/Wastewater Regulatory Studies
11) Water Rights Exploration and other Water Rights Related issues
12) Expert Witness Services on Hydrology, Hydrogeology, and Water Resource Studies
13) Reclaimed Water Studies
14) Technical and/or Institutional issues associated with Water Rights Adjudications
15) Conducting Research and other issues related to the Office of the State Engineer Hydrographic Survey
16) Water Conservation related services

EXHIBIT "A"

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

RFP COMPLIANCE DECLARATION

RFP TITLE: **Hydrology, Hydrogeology, and Water Resources Services**

RFP NO.: **19-20-063A**

DUE DATE/TIME: **January 7, 2020 / 4:00 p.m.**

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: 1 and 2 is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:
RESPEC Consulting & Services, LLC

5971 Jefferson Street NE

Albuquerque, NM 87124

Authorized Signature
Chris Naidu, PE
Typed or Printed Name
Project Manager
Title
Chris.Naidu@respec.com
Email Address

Telephone number 505.243.2287 Fax number 505.268.0040

NM Tax & Revenue Dept. CRS # 03-430633-00-1

Current NM Secretary of State Business ID # 5835968 (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number 83-2898293 (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed X Yes ____ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: **RE/SPEC INC**

DBA: **RE/SPEC INC**
PO BOX 725
RAPID CITY, SD 57709-0725

Expires: **10-Dec-2021**

Certificate Number:

L0675039408

John Monforte, *Acting Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE

EXHIBIT "A"

ATTACHMENT B
COST PROPOSAL
RFP 19-20-063
Hydrology, Hydrogeology, and Water Resources Services

Schedule of Fees

ITEM	DIRECT LABOR / CLASSIFICATION	HOURLY RATE
1.	Principal Hydrologist, Hydrogeologist, and Water Resource Specialist	$185
2.	Senior Hydrologist, Hydrogeologist, and Water Resource Specialist	$155
3.	Assistant Hydrologist, Hydrogeologist, and Water Resource Specialist	$125
4.	Drafting Technician	$105
5.	Clerical support personnel	$85
6.	Expert witness	$185
ITEM	**MATERIALS / REIMBURSABLE EXPENSES**	**RATE**
	Travel	
7.	Per Diem (per day) – Pre-Approval Required	City of Las Cruces Rate
8.	Vehicle mileage rate (per mile)	Current IRS Rate
	Reproduction Services	
9.	Black and white copies (per copy)	$At cost
10.	Color Copies (per copy)	$At cost
11.	Prints (24"x36") Per sheet	$At cost
12.	Mylars (24"x36") Per sheet	$At cost
	Miscellaneous	
13.	Materials and Other Expenses	Case by case basis
14.	Sub-Consultants / Outside Services	%10

Rates are to include all overhead costs and any and all assessment expenses

NOTES:
1. Detailed Man-hour Estimates are required for time and material (T&M) contracts and are to utilize corresponding rates.
2. Rates in place at the time in which a project is contracted with the City will remain in place for the duration of the contract.

EXHIBIT B

SCHEDULE

City of Las Cruces

PROJECT ASSIGNMENT AGREEMENT

CITY'S CONTRACT NO. / TITLE

(Example: XX-XX-XXX ELECTRICAL ENGINEERING SERVICES)

PROJECT NAME

Pursuant to terms and conditions of City of Las Cruces (CITY) Contract No. XX-XX-XXX dated _____, 20__ between the CITY and name of company, (ENGINEER/ARCHITECT/CONTRACTOR), as amended and incorporated herein by reference, the City and Contractor hereby agree on this _____ day of _____, 20___, as follows:

1. In a satisfactory and proper manner, the ENGINEER/ARCHITECT/CONTRACTOR shall perform SERVICES as proposed in response to the CITY's RFP/BID No. XX-XX-XXX and ENGINEER/ARCHITECT/CONTRACTOR's proposal as set forth in ATTACHMENT A attached hereto.

2. Insurance (select the appropriate clause below, delete the other):
(for non-construction projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. The City of Las Cruces is to be named as an additional Insured. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement.

(for construction, maintenance, installation projects)
Contractor agrees to maintain a Commercial General Liability policy with limits not less than $1 million per occurrence and $2 million aggregate limits. Coverage must include Premise and Operations, Products and Completed Operation and Personal and Advertising Injury coverage. Aggregate limits must be "per project" or "per location". The City of Las Cruces is to be named as an additional Insured. This coverage is to be primary and non-contributory before any other insurance or self-insurance. Evidence of coverage must be on an Acord 25 Certificate of Insurance with attached Additional Insured Endorsement and Waiver of Subrogation.

3. The estimated completion date is number days after a Notice to Proceed is issued by the CITY to the ENGINEER/ARCHITECT/CONTRACTOR.

4. In consideration for the satisfactory completion of the work agreed to herein, compensation shall be made in the amount of $ dollars.cents, plus NMGRT. Invoices issued by the ENGINEER/ARCHITECT/CONTRACTOR shall be made monthly / upon completion of project with payment by the CITY being made within 30 days upon receipt of undisputed invoice.

(SIGNATURE BLOCK FOLLOWS ON NEXT PAGE)

CONTRACTOR NAME

By: _____
Signature Date

_____
Print Name and Title

Requisition No. XXXXXXXX

CITY OF LAS CRUCES

By: _____
Signature Date

Chenyu "Alex" Liu, Purchasing Manager

ATTACHMENT "A"

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

MEMORANDUM

To: Jorge A. Garcia, Ph.D., P.E., Utilities Director

From: Adrienne L. Widmer, P.E **Initials:** PHR for AW

Date: February 20, 2020 **File #:** W488

Subject: Recommendation of Award for Various Hydrology, Hydrogeology and Water Resources Services, RFP No. 19-20-063A

On January 7, 2020, four proposals for the above referenced Request for Proposals (RFP) were received by the City of Las Cruces (City) Purchasing Program. The Proposals and corresponding reference checks were evaluated by Utilities and the Selection Advisory Committee (SAC). Based on the evaluation, on January 16, 2020, the SAC recommended the four proposers to be awarded contracts.

Projects awarded under these agreements could include, but are not limited to, the following functions: groundwater studies for modeling, analysis and forecasting projections; surface water modeling; water balance and consumptive use studies; water resource economics to include modeling, cost/benefit analysis, and feasibility studies; water well design, construction, monitoring, and testing services; water quality studies; hydrologic forecasting to include parametric and/or stochastic modeling; water/wastewater regulatory studies; water rights exploration and other water rights related issues; reclaimed water studies; technical and/or institutional issues associated with water rights adjudications; conducting research and other issues related to the Office of the State Engineer Hydrographic Survey; and water conservation related services.

These proposed service agreements will be used on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approve budget appropriations. It is advantageous for the City to have a pre-qualified list of hydrology, hydrogeology, and water resources firms, from which to select, in order to get projects completed. The SAC is recommending award to the four (4) firms as follows: 1) Enprotec/Hibbs & Todd, Inc., of Lubbock, Texas; 2) John Shomaker & Associated, Inc., of Albuquerque, New Mexico; 3) Lee Wilson & Associates, Inc., of Santa Fee, New Mexico; and 4) Respec Consulting & Services, LLC, of Albuquerque, New Mexico. When required, funding will come from approved budget appropriations based on the nature of the project and/or service provided.

Based on the SAC's recommendation, I request these service agreements be approved by the Las Cruces Utilities Board.

If you have any questions or require additional information, please contact me at 528-3514.

Approved: ☑

Disapproved: ☐

Jorge A. Garcia, Ph.D., P.E., Utilities Director

2/21/20
Date

City of Las Cruces
MOUNTAINS OF OPPORTUNITY

LAS CRUCES UTILITIES BOARD OF COMMISSIONERS ACTION FORM

For Meeting of March 12, 2020
(Adoption Date)

TITLE:

A RESOLUTION TO AWARD CONTRACTS FOR HYDROLOGY, HYDROGEOLOGY, AND WATER RESOURCES SERVICES ON AN AS-NEEDED BASIS TO ENPROTEC/HIBBS & TODD, INC.; JOHN SHOMAKER & ASSOCIATES, INC.; LEE WILSON & ASSOCIATES, INC.; AND RESPEC CONSULTING & SERVICES, LLC., IN AN AMOUNT NOT TO EXCEED $300,000.00 ANNUALLY FOR EACH FIRM, FOR A PERIOD OF ONE (1) YEAR WITH FOUR (4) ADDITIONAL ONE (1) YEAR TERMS, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 19-20-063A).

BACKGROUND:

In October 2019, the Water Operations & Maintenance Line of Business of Las Cruces Utilities ("LCU") Department requested proposals for hydrology, hydrogeology, and water resources services. These services are required to perform functions that include, but are not limited to, the following: groundwater studies for modeling, analysis, and forecasting projections; surface water modeling; water balance and consumptive use studies; water resource economics to include modeling, cost/benefit analysis, and feasibility studies; water well design, construction, monitoring, and testing services; water quality studies; hydrologic forecasting to include parametric and/or stochastic processes; time series analysis; particle tracking and contaminant transport modeling; water/wastewater regulatory studies; water rights exploration and other water rights related issues; expert witness services on hydrology, hydrogeology, and water resource studies; reclaimed water studies; technical and/or institutional issues associated with water rights adjudications; conducting research and other issues related to the Office of the State Engineer Hydrographic Survey; and water conservation related services. The purpose of the hydrology, hydrogeology, and water resources services Request for Proposals ("RFPs") is to pre-qualify hydrology, hydrogeology, and water resources firms that can provide these specialized services.

(Continue on additional sheets as required)

Name of Drafter: Adrienne Widmer	**Department:** Utilities	**Phone:** 575-528-3514
Account Number: N/A	**Amount of Expenditure:** N/A	**Budget Amount:** N/A

Strategic Plan Goal / Objective / Strategy Addressed: LCU Department Strategic Business Plan: Results 1 and Results 3
Performance Budget Goal / Objective Addressed: N/A

Department	Signature	Phone	Department	Signature	Phone
Utilities		528-3512	Budget	Leann DeMonche	541-2300
Legal		541-2128	Assistant City Manager		541-2271
			City Manager		541-2076

LCU 5/18 Rev.4

These proposed service agreements will be used on an as-needed basis for a period of up to five (5) years, subject to annual renewals and approved budget appropriations. It is advantageous for the City of Las Cruces ("City") to have a pre-qualified list of hydrology, hydrogeology, and water resources firms, from which to select, in order to get projects completed. All City departments will be able to enter into individual Project Assignment Agreements with these firms on an as-needed basis.

The LCU Department has numerous projects budgeted throughout upcoming fiscal years. There are also times when special demands come up for the City that are time sensitive to complete. By having a pre-qualified list of hydrology, hydrogeology, and water resources firms, it will not be necessary to go through individual RFPs in order to contract the necessary work for each individual project or demand. These agreements will allow the City to contract with any one of the four (4) pre-qualified firms. As a result, valuable time is saved in the specialized requirements of each project or demand and staff time can be used on other projects and in other capacities.

The Purchasing Program received four (4) proposals that were evaluated and scored by the Selection Advisory Committee ("SAC") on January 16, 2020.

The SAC is recommending award to all four (4) rated firms as follows: 1) Enprotec/Hibbs & Todd, Inc., of Lubbock, Texas; 2) John Shomaker & Associates, Inc., of Albuquerque, New Mexico; 3) Lee Wilson & Associates, Inc., of Santa Fe, New Mexico; and 4) Respec Consulting & Services, LLC., of Albuquerque, New Mexico.

When required, funding will come from approved budget appropriations based on the nature of the project and/or service provided.

SUPPORT INFORMATION:

1. LCU Resolution No. 19-20-063A
2. Exhibit "A" – Professional Services Agreement with Enprotec/Higgs & Todd, Inc.
3. Exhibit "B" – Professional Services Agreement with John Shomaker & Associates, Inc.
4. Exhibit "C" – Professional Services Agreement with Lee Wilson & Associates, Inc.
5. Exhibit "D" – Professional Services Agreement with Respec Consulting & Services, LLC.
6. Attachment "A" - Recommendation Memo to Jorge A. Garcia, Ph.D., P.E., Utilities Director.

BOARD OPTIONS:

1. **VOTE "YES"** – Will approve Resolution No. 19-20-063A and award contracts to the four (4) selected pre-qualified firms, to provide hydrology, hydrogeology, and water resources services for the City, on an as-needed basis, for an amount up to $300,000.00 annually for each firm, for the next five (5) years, subject to annual renewals and approved budget appropriations.

2. **VOTE "NO"** – Will not approve Resolution No. 19-20-063A and staff will require strategic guidance.

Signature:

Email: jdroach@santafenm.gov

Signature:

Email: swjones@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/07/2021

ISSUE NO. 7j

Request for Approval of Professional Services Agreement with John Shoe Maker and Associates, for Hydrology, Hydrogeology and Water Resources services in the amount of $197,560 exclusive of NMGRT. (William Schneider, Water Resources Manager,whschneider@santafenm.gov, 955-4203)

Committee Review:
Public Works and Utilities Committee: 09/07/2021
Finance Committee: 09/20/2021
Governing Body: 09/29/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 09/20/21 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	EXCUSED		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

FINANCE COMMITTEE MEETING OF
September 20, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*
	AN ORDINANCE AMENDING SECTION 9-1.7 SFCC 1987 REGARDING RANKED CHOICE VOTING TO AMEND HOW A TIE VOTE BETWEEN TWO CANDIDATES IS RESOLVED.	Governing Body (request to publish) – 9/29/21 Quality of Life Committee – 10/6/21 Finance Committee – 10/8/21 Governing Body (public hearing) – 10/27/21

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

Co-Sponsors	Title*	Tentative Committee Schedule*

This document is subject to change.

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

Introduced legislation will be posted on the City Attorney's website, under legislative services. If you would like to review the legislation prior to that time or you would like to be a co-sponsor, please contact Jesse Guillen, 505-955-6518, jbguillen@santafenm.gov or Jeff Norris, 505-955-6692, jtnorris@santafenm.gov.